

**AGENDA
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
WILLIAM TURNER, CHAIRMAN**

**MONDAY, APRIL 24, 2017, 7:00 P.M
CITY COUNCIL CHAMBERS
2 E. MAIN STREET, ST. CHARLES, IL 60174**

1. CALL TO ORDER

2. ROLL CALL

3. ADMINISTRATIVE

- a. Electric Reliability Report – Information only.
- b. Active River Project Update – Information only.
- c. Tree Commission Minutes – Information only.

4. PUBLIC WORKS DEPARTMENT

- a. Presentation of the Gratitude Project and Recommendation to approve the Use of City Property and expend FY 17/18 budgeted funds for the placement of “The Key” sculpture honoring Sharon and Vern Oie.
- b. Recommendation to approve a Non-Exclusive License Agreement with the Camp Kane Foundation for the Maintenance, Promotion, Operation and Development of Camp Kane within Langum Park.
- c. Recommendation to approve a Purchase Order for a 2017 Altec 55’ Aerial Lift Device and Sell a 2004 IHC Aerial Device – Vehicle #1734.
- d. Recommendation to award Directional Boring Services and Landscape Restoration Services to Archon Construction Company for a three year period beginning May 1, 2017 through April 30, 2020.
- e. Recommendation to reject all Bids for Electric Line Clearance/Tree Trimming Services.
- f. Recommendation to approve Purchase Order with Green Planet 21 for Cable Removal Contractor Services for a Three Year Period beginning May 1, 2017 through April 30, 2020.

- g.** Recommendation to Extend the Agreement for Mowing Services with Cornerstone Partners.
- h.** Recommendation to Extend the Agreement for Landscape Bed Maintenance with Cornerstone Partners.
- i.** Recommendation to award the Bid for Downtown Streetscape Painting.
- j.** Recommendation to award the Bid for Street Sweeping Services.
- k.** Recommendation to Extend the Agreement for Mosquito Abatement Services with Clarke Environmental.
- l.** Recommendation to approve Construction Contract for the 2017 Street Rehabilitation Program.
- m.** Recommendation to approve Resolution with the Illinois Department of Transportation for the 2017 Street Rehabilitation Program.
- n.** Recommendation to approve Real Estate Purchase Agreement for 112 S. 8th Avenue.

5. EXECUTIVE SESSION

- Personnel –5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

6. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS

7. ADJOURNMENT

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at 630 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.a

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

For Information Only.

Attachments *(please list):*

* March 2017 Outage Report

Recommendation/Suggested Action *(briefly explain):*

For information only.

**City of St. Charles
March 2017 Outages**

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	3/7/2017	1:05 AM	0	NE and SE quadrants, including Smithfield	11167	Loss of ComEd 11167 during storm (high winds). Line reclosed automatically - no sustained outage.	642	0	ComEd	11167
2	3/7/2017	2:08 AM	147	N. 12th St. / Dean St.	222	Rotten pole broke off in high winds, breaking #6 copper primary, blowing lateral fuse. / Spliced #6 primary & placed in hot arm temporarily. Refused lateral fuse on N. 12th St.	30	4,410	Weather	Wind
3	3/8/2017	12:45 PM	45	200 block of S. 19th St.	622	H2 transformer bushing connection came loose due to high winds.	12	540	Weather	Wind
4	3/8/2017	1:15 PM	195	103, 109, 111 N. 4th Ave.	316	Large tree uprooted in back of 109 N. 4th Ave., contacting service triplex to 103 N. 4th Ave., tearing off service mast. Also, 1/0 AL triplex section main started to arc and burn down.	4	780	Weather	Wind
4	3/8/2017	1:15 PM	258	103 N. 4th Ave.	316	Large tree uprooted in back of 109 N. 4th Ave., contacting service triplex to 103 N. 4th Ave., tearing off service mast. Also, 1/0 AL triplex section main started to arc and burn down.	1	258	Weather	Wind
5	3/16/2017	2:20 PM	77	1100 Geneva Rd.	331	Found bad neutral connection, made repairs and restored power.	5	385	Equipment	Connector
6	3/17/2017	6:44 AM	0	Area bounded by RR tracks on north, Randall Rd. on east, Bricher Rd. on south, and boundary of City on the west.	56931	ComEd line 56931 experienced momentary outage lasting 14 seconds. ComEd patrolled and did not find conclusive evidence as to what caused the outage.	1165	0	ComEd	56931
7	3/27/2017	1:30 PM	240	65 Roosevelt & services from transformer.	331	Squirrel	10	2,400	Animal	Squirrel
8	3/30/2017	2:04 PM	38	Walnut St. to the North, 18th St. to the East, Rt. 38 to the South, Randall Rd. on the West, plus Covington Ct. & Binny's, area around NW corner of Rt. 31 and 14th St., 615 S. Randall strip mall, and the Moose Lodge.	622	Cold shrink 350MCM splice fault in manhole on Randall Rd.	561	21,318	Equipment	Cable
						Total of Interrupted Minutes		30,091		
						Total SAIDI*	1.926			
						Total of ComEd Interrupted Minutes		0		
						Total SAIDI without ComEd	1.926			
						*System Average Interruption Duration Index (SAIDI)				



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.b

Title: Active River Project Update – Information Only
Presenter: Chris Adesso

Meeting: Government Services Committee Date: April 24, 2017

Proposed Cost: \$ N/A Budgeted Amount: \$ N/A Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The Active River Task Force wishes to provide the Council Committee updates on the status of topics pertaining to the Active River Project/Concept. The Task Force offers the attached information to the Committee. A member of the Task Force will be available at each of the Government Services Committee meetings to respond to any questions or comments that the Council Committee may have.

Attachments *(please list):*

* March 6, 2017 - Task Force Meeting Minutes

Recommendation/Suggested Action *(briefly explain):*

None – For information only.

**MINUTES
ACTIVE RIVER TASK FORCE MEETING
ST. CHARLES
JOHN RABCHUK, CHAIRMAN
MARCH 6, 2017**

Members Present: Chair. John Rabchuk, Chris Adesso, Trish Beckjord, Rick Brems, Holly Cabel, Jim Enck

Members Absent: Chris Bong, Monica Meyers, John Wessel

Others Present: Greg Chismark (WBK), Phil Held, Karen Laskowski, Ed Werneke, Tony Zehnder, Isabel Soderlind

1. Call to Order

The meeting was convened by John Rabchuk at 8:05 a.m.

2. Minutes Review and Approval

Motion was made to accept and place on file the minutes of the February 6, 2017 Active River Task Force meeting minutes.

Motion by Trish Beckjord second by Holly Cabel to accept and place the minutes on file.

Voice vote: Ayes: unanimous; Nays – None Absent: Chris Bong, Monica Meyers, John Wessel

Motion carried at 8:05 a.m.

3. Active River Project Update Presentation by Greg Chismark from WBK Engineering LLC

John Rabchuk introduced Greg Chismark from WBK Engineering LLC. Greg was present at the meeting to give the Active River Project group members a brief status update of the Concept Feasibility Study.

Greg has been working on the Active River Project Engineering Feasibility Study and preliminary concepts. Greg gave a brief overview of where the project is at, the concepts WBK has developed so far, and next steps. He explained this study was still in progress and many concepts were still being explored and not finalized.

WBK gave a brief review the sediment probes, sediment depths and the topography of the river bottom data from the Army Corp of Engineers (hereafter referred to as “ACOE”). This data indicated that there is a defined channel in the sediment, extending underneath the trestle bridge and running perpendicular to the dam. In addition, there wasn’t as much sediment behind the dam as previously thought. This data is approximately two and half years old but reliable.

Greg Chismark reviewed three possible concepts that were being developed keeping in mind the project scope, the constraint(s) while maintaining the river pool north of UPRR trestle to support current, usage and aesthetics.

Concepts are still being considered with control structures gearing to different kayaking skill levels. Three concepts have been developed and Scott Shipley from S2O Design is developing potential design configurations based upon the concepts created by the WBK efforts. Features between are being reviewed and compared between the WBK and S2O Design drawings.

The regulatory drivers of the project are:

- Safety
- Ecological improvements
- Recreational
- Flood storage

Chris Adesso had planned a preliminary presentation at the March Government Services Committee meeting. Both Chris Adesso and Greg agreed there were still too many unknown variables, therefore it was determined that WBK would submit a written update in the form of a Memo in the March Government Services packet, with a final presentation to Council later this spring/summer.

4. Member Organization Updates

City of St. Charles

The delivery of the Wind Emotions Kinetic Sculpture(s) is anticipated to arrive on March 27. Chris Adesso hopes to receive the sculptures around that date, and weather permitting, installing them within the week.

Greg Chismark, from WBK, mentioned they have “painted” the pavement. The asphalt has been removed but he requested the locations of the sculptures be staked out one more time.

From a River Corridor standpoint, John Rabchuk reminded everyone that he needs to apply for the grant reimbursement by May 1. Pictures of the erected sculptures and the corresponding plaques need to be included with the submission in order to receive the reimbursement. The lighting and landscaping do not necessarily need to be completed but depending on the weather the timing will be close.

The bids for the concrete foundations and site work at the Wind Emotions kinetic sculpture area has closed. The City received three bids and has made a decision on the contractor conducting the work.

5. Update on Second Meeting with Potential Corporate/Philanthropic Funding Source

Holly Cabel, Mark Koenen and John Rabchuk met in January with corporate/philanthropic funding source interested in the Active River Project.

John Rabchuk had a follow up meeting with same philanthropic group a couple of weeks ago. The concept of the project, being a wellness facility/community, was very appealing to the philanthropic members, but they preferred not to be a direct donating source. Instead, they have offered to assist in creating a coalition for the Active River Project. They, in turn, will connect with their large corporate/philanthropic partners to the Active River Project and pitch the project to them.

The funding source also recommended contacting specific foundations in this area that have a strong connection to wellness projects. John Rabchuk met with one of the sources and they were extremely enthusiastic about the project. John Rabchuk has now scheduled several other meetings with local foundations to discuss the project.

Looking towards the future, John Rabchuk hopes to raise approximately \$2,000,000 from the corporate/philanthropic side to cover the Design Engineering phase of this project. Once the design phase is completed and approved, this task force could apply for grants for the Construction Engineering phase of this project.

6. Marketing, Publicity and Community Outreach

The Hitchcock Design Group recently attended a CMAP meeting regarding the five major rivers in the Chicago region. During a discussion the Active River Project was mentioned. John Rabchuk has heard the discussion stirred a lot of interest within the group that attended this meeting.

John Rabchuk mentioned Phil Held from the River Corridor has taken a very active approach promoting the Active River Project on Facebook. It currently has 800 likes and a reach of approximately 34,000 hits.

Phil Held stated the site has received some very positive comments on the project and he hopes this group has been connecting to the site on a regular basis to read the comments.

7. Other

Rick Brems mentioned that he will be bringing extra PR handout to the meeting every week if anyone needed extra copies.

8. Adjourn

The next meeting is scheduled for April 3, at 8:00 a.m. at the Baker Memorial Community Center.

Motion by Trish Beckjord to adjourn the meeting, second by Jim Enck.

Voice vote: Ayes: unanimous; Nays – None Absent: Chris Bong, Monica Meyers, John Wessel

-Motion carried at 9:17 a.m.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.c

Title: Tree Commission Minutes – Information only

Presenter: AJ Reineking

Meeting: Government Services Committee Date: April 24, 2017

Proposed Cost: \$ N/A Budgeted Amount: \$ N/A Not Budgeted:

Executive Summary *(if not budgeted please explain):*

A duty of the Tree Commission is to advise and consult with the Government Services Committee. The March 9, 2017 Tree Commission meeting minutes are attached.

Attachments *(please list):*

* Tree Commission Minutes – March 2017 meeting minutes.

Recommendation/Suggested Action *(briefly explain):*

For information only.

**MINUTES
CITY OF ST. CHARLES
TREE COMMISSION MEETING
RALPH GRATHOFF, CHAIRMAN
MARCH 9, 2017**

Members Present: Chair. Ralph Grathoff, Valerie Blaine, Kathy Brens, Jon Duerr, Raymond Hauser, Pam Otto, Caroline Wilfong, Ron Ziegler

Members Absent: Suzi Myers

Others Present: Marcelline D'Argento, AJ Reineking, Lisa Vielbig

Visitors Present: Heather Goudreau, Loren Nagy-Davey Tree

- 1. Call to Order & Pledge of Allegiance**
The meeting was convened by Chair. Grathoff at 7:02 p.m.
- 2. Introduction of Visitors:** Ms. Goudreau and Mr. Nagy were in attendance to learn more about the Tree Commission / Natural Resources Commission and were introduced to all present.
- 3. Minutes Review and Approval**
Motion to approve and place into the public record the minutes of the January 12, 2017 Tree Commission meeting. Motion by Comm. Brens second by Comm. Ziegler to approve the minutes. Voice vote: unanimous; nays – none. Motion carried at 7:05 p.m.
- 4. Old Business**
 - A. Urban Forestry Management Plan to Government Services Committee on March 27, 2017**
Mr. Reineking reported the Plan is scheduled to be presented to the Government Services Committee (“GSC”) at the next meeting on March 27, 2017. Mr. Reineking noted the Plan is a “living document” that will likely be revised next year as the data for the Plan as written is from 2015. Chair. Grathoff indicated he will attend the GSC meeting.
 - B. Arbor Day Updates**
 - i.** Arbor Day Tree Planting-St. Charles Rotary Club – Chair. Grathoff reported he had spoken with Angelo Bravos of the St. Charles Rotary Club. The Club offered to donate 30 trees and volunteered to have 20 Rotary Club members plant the trees on Arbor Day. The Club would need assistance after the trees are planted with tending and watering. A planting site has not been identified, but Mr. Reineking may have some sites in mind. Comm. Blaine inquired as to the species of the donated trees. Comm. Duerr commented on possibly creating a tree nursery for the donated trees, if the trees are an acceptable species, then moving them to planting sites after five to seven years. Chair. Grathoff will follow up with Mr. Bravos to verify the size and species of the donated trees.
 - ii.** Davis Primary School Volunteers – In Comm. Myers absence, Ms. D'Argento explained that Comm. Myers received a request from a second grade teacher at Davis Primary School for volunteers to read to the students about Arbor Day. The school requested volunteers for one hour increments on April 21, 24 and 27, 2017. Comm. Blaine volunteered and Comm. Brens may be able to volunteer, but requested additional information. Comm. Otto offered the volunteers materials such as samples of different types of wood, seeds, examples of the Emerald Ash Borer, etc. Ms. D'Argento will contact Comm. Myers to obtain more information as requested by the Comms. Blaine and Brens.
 - iii.** The Arbor Day Checklist was reviewed. Chair. Grathoff secured perennials from Midwest Ground Covers and tree demonstrations by Graf Tree Care for the event. Comm. Otto contacted Mrs. Tieche, the fourth grade teacher at Munhall Elementary School, regarding the

school's Arbor Day program. The Commissioners nominated Mrs. Tieche for the Arbor Day Stewardship Award, and Mr. Craft will order the engraved award/plaque for her. City staff will also coordinate with School District 303 regarding Arbor Day activities. Ms. Vielbig provided a draft of the Arbor Day program for the Commissioners' review; the program will follow the same plan as last year's event.

5. New Business

A. News and Concerns from Public Works

Mr. Reineking informed the Commissioners a blog article regarding Oak tree trimming was recently written for the City's website by Mr. Craft. Mr. Reineking also reported that members of the Public Works arbor team traveled to Ottawa, Illinois to assist in storm damage clean-up from the recent tornado. Spring planting will begin in the near future with 130 trees to be planted.

B. News of Concerns from Tree Commission

Comm. Brens inquired about a possible spring clean-up for leaves that fell very late in the season. Mr. Reineking explained the City did not budget for this additional service, which would be costly, but he would inquire if a spring leaf collection would be possible in the future.

Comm. Duerr commented on the City's study of the State Street Creek and South 7th Avenue Creek stormwater and watershed areas, and noted this issue would be relevant to the Natural Resources Commission ("NRC"). Mr. Reineking agreed there are certain phases of the City's engineering plan that would be conducive for the involvement of the NRC. Comm. Duerr suggested inviting Public Works Engineering staff to the May meeting; Mr. Reineking will invite the staff.

6. Committee Reports

A. Education Committee

None

B. Langum Park Clean-Up

Comm. Otto reported there is still an opportunity for third grade boy scout troop(s) to participate in the spring clean-up effort. Comm. Blaine offered to look into having girl scouts participate as well.

7. Communications - Approval of Public Services Division Tree Activity Reports January-February 2017

Motion by Comm. Blaine to approve the above-referenced reports and place into the public record, second by Comm. Hauser. Voice vote: unanimous; nays – none. Motion carried at 7:40 p.m.

8. Additional Items

A. Commissioners

Comm. Blaine provided information on the upcoming Maple sugaring event, and Earth Day celebration and tree plantings at Kenyon Farms Forest Preserve.

Comm. Duerr commented that he is pleased with the City's planned holistic approach to the State Street Creek and South 7th Avenue Creek areas.

Comm. Hauser requested an update on the adjudication of the Lot B issue. Mr. Reineking reported the matter had been adjudicated, but the verdict had not yet been announced.

B. City Staff

None

C. Visitors

None

9. Adjournment

Motion by Comm. Hauser to adjourn the meeting, second by Comm. Brens. Voice vote: unanimous; nays – none. Motion carried at 7:50 p.m.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.a

Title: Presentation of the Gratitude Project and Recommendation to approve the Use of City Property and expend FY 17/18 budgeted funds for the placement of “The Key” sculpture honoring Sharon and Vern Oie

Presenter: Chris Adesso

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: \$20,000

Budgeted Amount: \$20,000

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

Presentation by Rev. Al Patten of the River Corridor Foundation of St. Charles and the St. Charles Arts Council will discuss details of the Arts Council’s new “Gratitude Project” and introduce the newest effort of the Council and the Foundation that will honor the efforts of Sharon and Vern Oie, “The Key”.

The River Corridor Foundation of St. Charles and the St. Charles Arts Council are requesting the use of City owned property adjacent to the Bob Leonard Walk at the intersection of the walk and the dead end of Indiana Street to place the proposed sculpture (see attached location map). Staff has worked with members of the Foundation and Arts Council to identify the location of the sculpture based on the location of underground utilities and have found the location identified on the attached map.

Members of the River Corridor Foundation and Staff have been in contact with the HOA board members of the Brownstones and collaborated with the members to site the sculpture in a location that is mutually agreeable to all parties.

Public Works staff will facilitate the installation of the concrete base for the proposed sculpture and work to install complimentary landscaping and brick paver work around the sculpture which will be consistent with the existing landscape along the walk way. Public Works estimates this cost to be approximately \$20,000 total and expects to conduct the work in the upcoming FY 17/18 or when the Arts Council deems they are prepared to move forward with the sculpture project.

Attachments *(please list):*

* Location Map of the Proposed Sculpture “The Key” * Presentation Documents of the “Gratitude Project” by Rev. Al Patten

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve the Use of City Property and expend FY 17/18 budgeted funds for the placement of “The Key” sculpture honoring Sharon and Vern Oie.



Proposed Sculpture Location



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DuPage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Printed on: April 7, 2017 02:22 PM

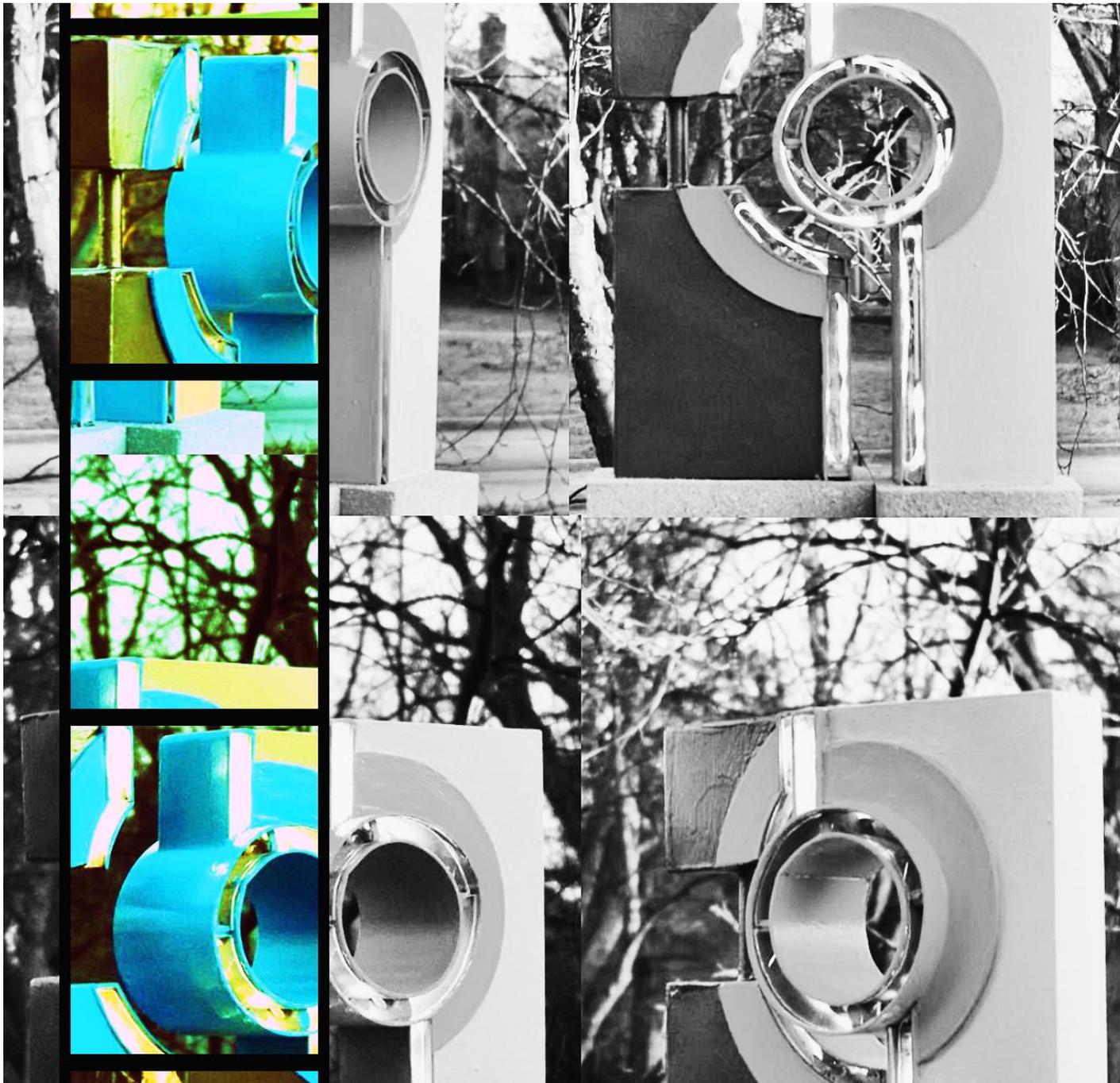


0 10 21 Feet

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Powered by Precision GIS



*Public Art
From the Community
To the Community
...with Gratitude*

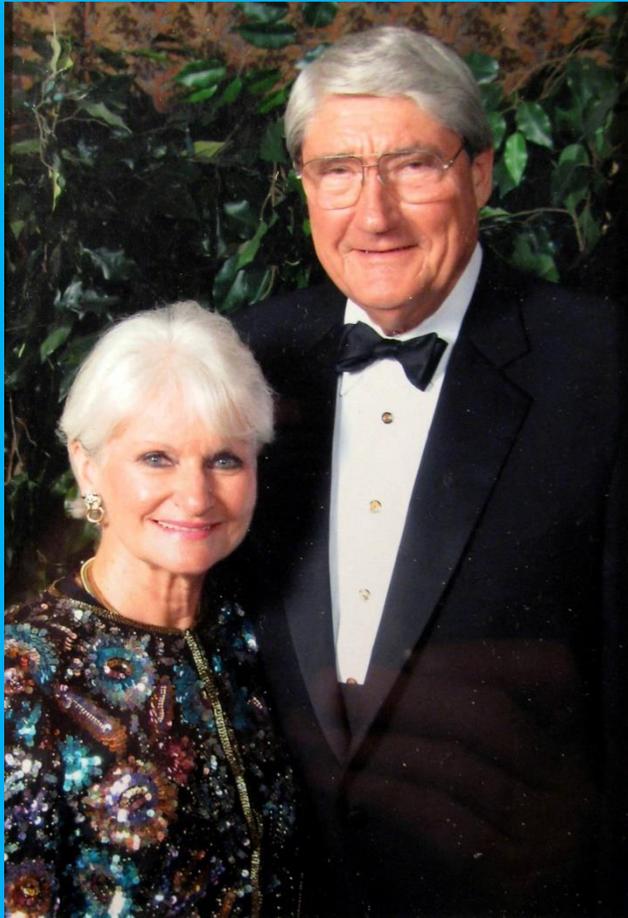


THE KEY

GUY J.
BELLAVER

With
Gratitude
to
Sharon
&
Vern Oie

THE KEY



Sharon and Vern Oie have long been noted for their vision for St. Charles. They have been instrumental in the founding and functioning of organizations such as the Downtown St. Charles Partnership and the River Corridor Foundation. As a couple, they have won the Charlemagne, Barth, and Golden Turtle Awards. The two-piece design of The Key represents a couple who have worked together to make St. Charles a better place – one that celebrates community and the joy of nature and art.

THE KEY

ARTIST'S STATEMENT:

The Key will be constructed of two pieces, 9.5 feet high by 8.5 feet wide, with an offset depth of 4 feet. The monolithic and circular pieces will be painted, with the exception of the “cap” elements, which will be glass. The caps will be lit from within by LED strip lighting.

The Key's circular section focuses the eye, to draw it through the piece, suggesting a keyhole that can be peered through or opened to what lies within and beyond, and the key that can be metaphorically inserted in that keyhole represents one's vision. The LED lighting behind the glass framing draws one's eye to the keyhole.

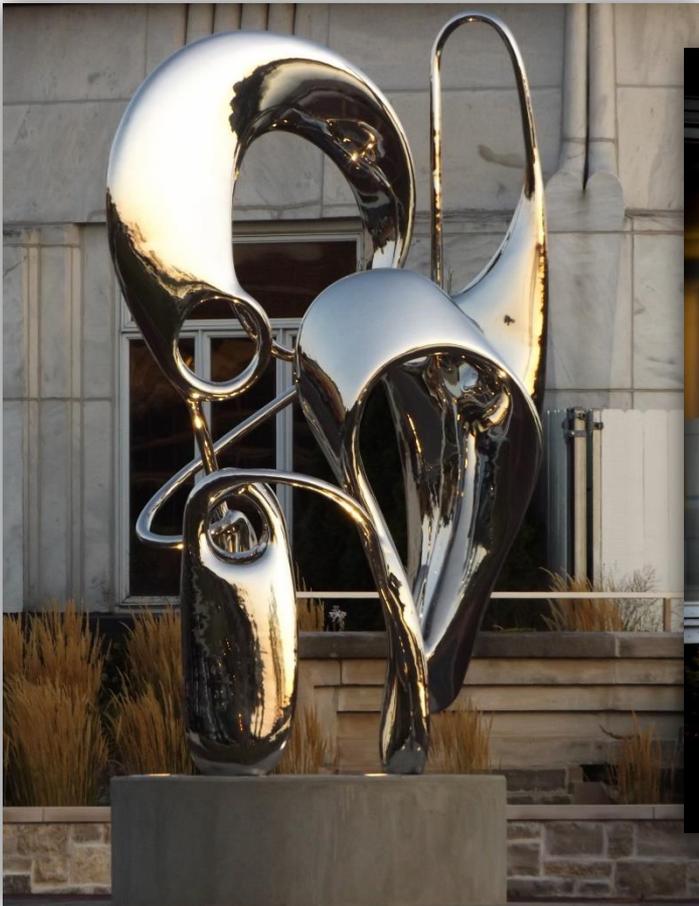


THE KEY



©Guy J. Bellaver

gratitudeproject





*Public Art
From the Community
To the Community
...with Gratitude*

GratitudeProjectSTC.wordpress.com

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4.b

Title:

Recommendation of a Non-Exclusive License Agreement with the Camp Kane Heritage Foundation for the Maintenance, Promotion, Operation and Development of Camp Kane within Langum Park

Presenter:

Peter Suhr

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

In October of 2015, the Camp Kane Foundation prepared and presented a Conceptual Site Plan for utilization of the Camp Kane Site within Langum Park. The plan was well received by the Planning & Development Committee at that time and remains similar today. The property is City owned and was designated a historic landmark in 2014 along with the Jones Law Office which is on the land. To utilize the property, the Camp Kane Heritage Foundation would need to enter into an agreement with the City.

On behalf of the Camp Kane Foundation, staff is recommending the approval of a Non-Exclusive License Agreement which identifies potential future projects for the Camp Kane site. Such improvements include, but are not limited to, an Underground Railroad Monument, General Farnsworth Monument, Garden Area with Fountain, Presentation/ Educational Pavilion, Civil War Monument, Farnsworth Mansion, Walking Paths and Parking Lot.

One of the first improvement projects the Camp Kane Foundation is considering is the revitalization of the area that surrounds the existing Camp Kane Monument. In concept, this plan would include an upgrade to the actual monument, new stone/ brick paver walkway paths, flag pole relocation with lighting improvements, and installation of a bench. Please see attached concept drawing which represents these ideas.

Kim Malay, representing the Camp Kane Foundation, will be at the meeting to explain the proposed plan, provide an anticipated schedule, seek feedback from the Committee and answer any questions you may have.

Attachments *(please list):*

*Non-Exclusive License Agreement *Camp Kane Monument Concept Plan

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Non-Exclusive License Agreement with the Camp Kane Heritage Foundation

NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 2017, by and between the City of St. Charles, Kane and DuPage Counties, Illinois, an Illinois municipal corporation (the "Licensor"), and Camp Kane Heritage Foundation, an Illinois not-for-profit corporation (the "Licensee");

WITNESSETH

WHEREAS, the Licensor is the owner of the Camp Kane parcel 0934426001 located at 50 Devereaux Way, St. Charles, Illinois (the "Property"); and,

WHEREAS, the Licensee was organized for the purpose of educational, civic and other activities permitted to be exempt from taxation under Section 501(c) or 501(d) of the United States Internal Revenue Code; and,

WHEREAS, the Licensee, desire to restore, maintain and promote education of the history of Camp Kane and to preserve the historic value of the structures which are presently located at Camp Kane in Langum Park in St. Charles, Illinois including but not limited to the Jones Law Office and Historical Camp Kane Monument; and,

WHEREAS, the Licensee intends to maintain, operate, and promote the historical education regarding Camp Kane by continuing to develop the site by adding but not limited to an Underground Railroad Monument, General Farnsworth Monument, Garden Area with Fountain, Presentation/ Educational Pavilion, Civil War Monument, Farnsworth Mansion, Walking Paths and Parking Lot; and,

WHEREAS, the Licensor and the Licensee believe that the maintenance, continued development and the promotion of Camp Kane will enhance the tourism activities in the City of St. Charles; and,

WHEREAS, the Licensee intends to seek and secure funding, grants and support all activities regarding Camp Kane.

NOW, THEREFORE, in consideration of the foregoing recitals and of the terms and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto hereby agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

Section 2. Grant. Licensors agrees to grant, and does hereby grant, to Licensee, a license to use that portion of the Property depicted on Exhibit "A", attached hereto and incorporated herein, (the "Licensed Area").

Section 3. Non-Exclusive Grant. The privilege granted herein is not exclusive and Licensors reserves the right at any time to grant other or similar privileges to use or occupy the Property and/or the License Area.

Section 4. Liens. Licensee, its agents, independent contractors and/or employees, shall not suffer or permit any mechanic's lien, judgment lien or other lien of any nature whatsoever to attach or be against the Property or the License Area, or any portion thereof. The Licensee shall promptly pay all contractors, sub-contractors or material men providing work or materials for the Improvements and shall not suffer or permit the filing of any mechanics lien on behalf of said parties against the Licensors with respect to the Property or the License Area. Should any such lien be filed, the Licensee and Licensors shall have the right to contest same.

Section 5. Improvements and Maintenance. Any Improvements or Maintenance of the Licensed Area shall be performed by the Licensee upon prior consent by the Licensors. All

permanent maintenance, reconstruction or construction improvements that will require a building permit from the City of St. Charles (if applicable) and, be subject to review by the City St. Charles Historical Commission and approved by the St. Charles City Council before any work is commenced.

Section 6. Non-Structural Improvements. All non-permanent Improvements (interior and exterior) may be completed by the Licensee. Non-structural Improvements include and are not limited to landscaping, decorating, signage banners, holiday decorations and nonpermanent lighting. Any and all non-structure Improvements must be approved by the City staff prior to commencing.

Section 7. Access. Licensee shall have complete access to the site at all times and will be allowed to utilize the site for educational purposes in accordance with the City of St. Charles Municipal Code.

Section 8. Assignment. Licensee shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of Licensor.

Section 9. Hold Harmless and Indemnification. Licensee hereby indemnifies, releases and holds Licensor harmless, and agrees to defend Licensor from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of Licensee, its officers, contractors, agents and/or employees under the exercise of the privileges herein granted. This indemnity is intended as a full and complete general indemnity and shall include Licensee's responsibility for any attorney's fees incurred by Licensor in defense of any claims or actions brought by third parties against Licensor as a result of the privileges granted to Licensee herein.

Licensor hereby indemnifies releases and holds Licensee harmless, and agrees to defend Licensee from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of Licensor, its officers, agents and/or employees regarding the License

Area. This indemnity is intended as a full and complete general indemnity and shall include Licensor's responsibility for any attorney's fees incurred by Licensee in defense of any claims or actions brought by third parties against Licensee as a result of the privileges granted to Licensor herein.

Section 10. Financial Responsibility/No Third-Party Beneficiaries. Licensor shall have no financial responsibility or obligation to Licensee or any third party as a result of Licensor's granting the privileges described herein to Licensee. This Agreement creates no rights, title or interest in any person or entity whatsoever (whether under a third party beneficiary theory or otherwise) other than the Licensee and the Licensor.

Section 11. No Lease or Easement. Licensee expressly acknowledges that nothing herein is intended to create a corporal or possessory interest of Licensee and, accordingly, this Agreement shall not be construed as a lease, easement or any other interest running with the land. Neither this Agreement nor any summary or memorandum thereof shall be recorded with any public authority.

Section 12. Relationship of the Parties. Under no circumstances shall this Agreement be construed to create a relationship of agency, partnership, joint venture, or employment between the Licensor and the Licensee.

Section 13. Waste. In the exercise of the privileges herein granted, Licensee will conduct all of its operations in a careful and proper manner, and will not commit any waste or damage to the Property or License Area or permit any nuisance upon or at the Property or the License Area.

Section 14. Term. This Agreement shall remain in effect until May 01, 2018. This License Agreement shall automatically be extended on the same terms and conditions set forth herein for successive periods of one (1) year unless either party provides written notice to the other of its

intention to terminate this License Agreement no less than ninety (90) days before the end of the then current term.

Section 15. Damage and Destruction. Licensor and its officers, contractors, agents and/or employees shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, or court order, or for any damage or inconvenience which may arise from this Agreement, other than that caused by its own officers, agents and/or employees.

Licensee and its officers, contractors, agents and/or employees shall not be liable or responsible to Licensor for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, or for any damage or inconvenience which may arise from this Agreement, other than that caused by its own officers, contractors, agents and/or employees.

Section 16. Miscellaneous. This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties unless herein otherwise provided. Either party's waiver of any breach or failure to enforce any of the terms or conditions of this Agreement, at any time, shall not in any way affect, limit or waive that party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

Section 17. Effective Date. This Agreement shall become effective upon execution by both parties hereto.

Section 18. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Section 19. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. Licensor at:

City of St. Charles
2 E. Main Street
St. Charles, Illinois 60174
Attn: Director of Public Works

B. Licensee at:

Camp Kane Heritage Foundation
526 South 16th Street
St. Charles, Illinois 60174

C. To such other person or place with either party hereto by its written notice shall designate for notice to it from the other party hereto.

Section 20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

CITY OF ST. CHARLES

By: _____
Mayor

ATTEST:

City Clerk

CAMP KANE HERITAGE FOUNDATION

By: _____

EXHIBIT "A"

① Existing Historical Law Building



NOTE:
JONES LAW OFFICE TO REMAIN IN CURRENT LOCATION

② Existing Historical Camp Kane Monument



NOTE:
MONUMENT TO BE RELOCATED

③ Underground Railroad Monument



④ General Farnsworth Monument



NOTE:
LOCATED IN CENTER OF CIRCLE
SIDEWALK LEADING TO MANSION

⑤ Existing Trees to Remain



⑥ Garden Area w/ Fountain



⑦ Water Feature



⑧ Pillars at Entrance



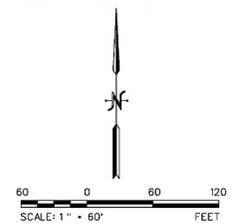
ADDITIONAL FEATURES:

HISTORY IN PLAIN SITE MARKERS
PLACARDS AND/OR MONUMENTS DETAILING VARIOUS HISTORICAL HIGHLIGHTS OF THE SITE

ENCAMPMENT AREA
CIVIL WAR REENACTMENT AREA

WATER FEATURES
PLACED STRATEGICALLY THROUGHOUT WALKING PATHS TO ENCOURAGE PEOPLE TO WALK THE SITE

SCULPTURES
ADDITIONAL SCULPTURES PLACED ALONG WALKING PATHS WITH SITE MARKERS AND WATER FEATURES
BENCHES, SIGNAGE AND LIGHTING WILL BE ADDED WHERE DEEMED APPROPRIATE.



TROTTER
ASSOCIATES, INC.
ENGINEERS AND SURVEYORS
Experienced Professionals - Better Solutions
Serving the Community Since 1999



**Camp
Kane**

Quoted for: City of St. Charles
Customer Contact:
Phone: /Fax: /Email:
Quoted by: John Onders
Phone: /Fax: /Email:
Altec Account Manager: Clay Graves

REFERENCE ALTEC MODEL

AM55	Overcenter Aerial Device with Material Handling (Insulated)	\$174,411
------	---	-----------

Per NJPA Specifications plus Options below

(A.) NJPA OPTIONS ON CONTRACT (Unit)

1	AM55-ESR	Extended Side Reach (requires option X-OR)	\$3,231
2	AM55-X-OR	X-frame outriggers (required with ESR option)	\$3,708
3			
4			

(A1.) NJPA OPTIONS ON CONTRACT (General)

1	CH	Cone Holder, Fold Over Post Style	\$236
2	SPOT2	TWO (2) DECK-MOUNTED SPOTLIGHTS. Mounted on Boom Support to Illuminate the Cargo Area. Ea	\$449
3			
4			
5			
6			
7			
8			

NJPA OPTIONS TOTAL: \$182,034

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY	Custom fiberglass body with top boxes ILO of stock steel	\$24,578
4	BODY & CHASSIS ACC	Additional body and chassis acc	\$3,216
5	ELECTRICAL	Additional electrical acc	\$8,095
6	FINISHING		
7	CHASSIS	Custom chassis ILO of stock chassis.	\$8,234
8	OTHER	Extended Warranty	\$600

OPEN MARKET OPTIONS TOTAL: \$44,723

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$226,757

Delivery to Customer: \$1,832

TOTAL FOR UNIT/BODY/CHASSIS: \$228,589

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than **330-360** days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: St. Joe FA



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.d

Title: Recommendation to Award Directional Boring Services and Landscaping Restoration Services to Archon Construction Co. for a three year period beginning May 1, 2017 through April 30, 2020.

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: \$600,000

Budgeted Amount: \$600,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

The City of St. Charles Electric Utility uses directional boring/horizontal drilling as a standard alternative to open cut trenching. Directional boring is much less disruptive and requires significantly less restoration of landscaping and pavement. We use directional boring to replace cables that we cannot inject and to place new cables for upgrade and new business work.

Purchasing went out for bids and received seven proposals for directional boring services. Archon Construction was the low unit cost on the majority of the high volume units, and had reasonably close unit costs on the lower volume units. Archon has been doing this work for the City for six years and we are very satisfied with their performance and value.

Additionally, we evaluated the opportunity to include restoration in the appropriate unit costs and believe that incorporating the landscape repair work with the same contractor who did the excavation as cost effective, administratively efficient, and the best for customer service.

The proposed cost of \$600,000 is based on units that are estimated at this time.

Bid proposals also included an option for a three year contract with either updated per unit pricing or a specified rate increase. Archon's submittal included a 5% increase for Year 2 and a 5% increase for Year 3. Even taking into account these annual increases, overall, Archon's pricing was still favorable in both Year 2 and Year 3 when compared to the other bidders.

Attachments (please list):

* Bid Tabulation

Recommendation/Suggested Action (briefly explain):

Recommendation to Award Directional Boring Services and Landscaping Restoration Services to Archon Construction Co. for a three year period beginning May 1, 2017 through April 30, 2020.

Item	Estimated Quantity	Unit Costs							Extended Estimated Cost						
		Electric Conduit	Three Phase Line Construction	Meade	MP Systems	Archon	Groundhog	Utility Dynamics	Electric Conduit	Three Phase Line Construction	Meade	MP Systems	Archon	Groundhog	Utility Dynamics
Hand Dig Pit	60	\$658.00	\$2,365.97	\$366.60	\$700.00	\$335.00	\$350.00	\$350.00	\$39,480.00	\$141,958.20	\$21,996.00	\$42,000.00	\$20,100.00	\$21,000.00	\$21,000.00
Hand Dig Pit w/Restoration	60	\$958.00	NA	\$566.60	\$850.00	\$706.00	NA	\$650.00	\$57,480.00	No Bid	\$33,996.00	\$51,000.00	\$42,360.00	No Bid	\$39,000.00
Machine Dig Pit	90	\$451.00	\$1,673.93	\$493.84	\$500.00	\$445.00	\$325.00	\$450.00	\$40,590.00	\$150,653.70	\$44,445.60	\$45,000.00	\$40,050.00	\$29,250.00	\$40,500.00
Machine Dig Pit w/Restoration	90	\$751.00	NA	\$743.84	\$650.00	\$812.00	NA	\$800.00	\$67,590.00	No Bid	\$66,945.60	\$58,500.00	\$73,080.00	No Bid	\$72,000.00
Bore 1-1/4" Poly/ft	400	\$19.00	\$21.39	\$20.49	\$14.00	\$11.75	\$10.50	\$11.00	\$7,600.00	\$8,556.00	\$8,196.00	\$5,600.00	\$4,700.00	\$4,200.00	\$4,400.00
Bore 3" Poly/ft	18000	\$22.00	\$26.64	\$23.49	\$19.00	\$12.10	\$15.75	\$14.00	\$396,000.00	\$479,520.00	\$422,820.00	\$342,000.00	\$217,800.00	\$283,500.00	\$252,000.00
Bore 4" Poly/ft	200	\$26.00	\$30.02	\$28.14	\$24.00	\$13.95	\$19.00	\$16.00	\$5,200.00	\$6,004.00	\$5,628.00	\$4,800.00	\$2,790.00	\$3,800.00	\$3,200.00
Bore 5" Poly/ft	12000	\$31.00	\$31.57	\$32.80	\$27.00	\$15.35	\$24.50	\$19.00	\$372,000.00	\$378,840.00	\$393,600.00	\$324,000.00	\$184,200.00	\$294,000.00	\$228,000.00
Bore 6" Poly/ft	500	\$42.00	\$32.75	\$34.97	\$30.00	\$23.90	\$32.00	\$25.00	\$21,000.00	\$16,375.00	\$17,485.00	\$15,000.00	\$11,950.00	\$16,000.00	\$12,500.00
Install 1-1/4" 90	8	\$18.00	\$540.00	\$223.21	\$45.00	\$80.00	\$75.00	\$70.00	\$144.00	\$4,320.00	\$1,785.68	\$360.00	\$640.00	\$600.00	\$560.00
Install 3" 90	100	\$64.00	\$720.00	\$236.78	\$300.00	\$90.25	\$200.00	\$110.00	\$6,400.00	\$72,000.00	\$23,678.00	\$30,000.00	\$9,025.00	\$20,000.00	\$11,000.00
Install 5" 90	70	\$87.00	\$900.00	\$471.40	\$450.00	\$105.00	\$300.00	\$150.00	\$6,090.00	\$63,000.00	\$32,998.00	\$31,500.00	\$7,350.00	\$21,000.00	\$10,500.00
Flagger per hour	0	\$123.00	\$143.75	\$112.30	\$86.73	\$95.00	NA	\$110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	No Bid	\$0.00
Core Drill into manhole	3	\$658.00	\$1,080.00	\$438.93	\$1,500.00	\$725.00	\$1,000.00	\$800.00	\$1,974.00	\$3,240.00	\$1,316.79	\$4,500.00	\$2,175.00	\$3,000.00	\$2,400.00
Switchgear Box Pad Installation	4	\$2,091.00	\$14,866.15	\$3,754.80	\$3,500.00	\$1,460.00	\$1,400.00	\$1,000.00	\$8,364.00	\$59,464.60	\$15,019.20	\$14,000.00	\$5,840.00	\$5,600.00	\$4,000.00
Switchgear Box Pat Install w/Restoration	4	\$3,291.00	NA	\$4,754.80	\$4,250.00	\$2,310.00	NA	\$1,800.00	\$13,164.00	No Bid	\$19,019.20	\$17,000.00	\$9,240.00	No Bid	\$7,200.00
Splice Box Installation	12	\$918.00	\$9,869.70	\$2,379.90	\$2,250.00	\$1,060.00	\$1,400.00	\$1,000.00	\$11,016.00	\$118,436.40	\$28,558.80	\$27,000.00	\$12,720.00	\$16,800.00	\$12,000.00
Splice Box Installation w/Restoration	12	\$1,818.00	NA	\$3,379.90	\$3,000.00	\$1,905.00	NA	\$1,600.00	\$21,816.00	No Bid	\$40,558.80	\$36,000.00	\$22,860.00	No Bid	\$19,200.00
Sand/cu yd	0	\$138.00	\$50.00	\$47.80	\$135.00	\$38.00	\$40.00	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CA-6/cu yd	0	\$173.00	\$75.00	\$52.80	\$165.00	\$26.00	\$40.00	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pea Gravel/cu yd	0	\$152.00	\$75.00	\$52.80	\$155.00	\$38.00	\$40.00	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debris Removal/cu yd	25	\$279.00	\$158.00	\$50.00	NA	\$85.00	\$95.00	\$90.00	\$6,975.00	\$3,950.00	\$1,250.00	No Bid	\$2,125.00	\$2,375.00	\$2,250.00
Rock Excavation adder per linear foot	10	\$134.00	\$948.00	\$200.00	\$15.00	\$45.00	\$75.00	\$100.00	\$1,340.00	\$9,480.00	\$2,000.00	\$150.00	\$450.00	\$750.00	\$1,000.00
Saw Cutting	10	\$123.00	\$250.00	\$742.02	\$750.00	\$480.00	\$400.00	\$475.00	\$1,230.00	\$2,500.00	\$7,420.20	\$7,500.00	\$4,800.00	\$4,000.00	\$4,750.00
Saw Cutting w/ Restoration	10	\$1,128.00	\$1,250.00	\$2,742.02	\$1,750.00	\$1,010.00	NA	\$1,000.00	\$11,280.00	\$12,500.00	\$27,420.20	\$17,500.00	\$10,100.00	No Bid	\$10,000.00
Year 2 Offer		4%	3.50%	3%	3%	5% adder	5%	4%							
Year 3 Offer		+4% from year 2	3.50%	3%	3%	5% adder	5%	9%							
Green Space Restoration/sq ft	Unknown	\$2.10	\$1.76	NA	NA	\$3.45	NA	NA							
Green Space Restoration w Sod/sq ft	Unknown	\$3.75	\$2.42	NA	NA	\$4.95	NA	NA							
Pole Excavation Restoration	Unknown	\$258.75	\$162.25	NA	NA	\$250.00	NA	NA							
Sidewalk Restoration/sq ft	Unknown	\$50.60	\$39.60	NA	NA	\$55.00	NA	NA							
Hourly Crew Labor Rate	Unknown	\$312.00	\$214.50	NA	\$238.35	\$290.85	NA	NA							
Hourly Labor Rate For Additional Laborer	Unknown	\$159.00	\$88.00	NA	\$306.70	\$136.70	NA	NA							
Materials Markup	Unknown	10%	11%	NA	5%	10%	NA	NA							
Year 2 Offer		4%	3.50%	NA	2.50%	5%	NA	NA							
Year 3 Offer		4% from year 2 offer	3.50%	NA	2.50%	5%	NA	NA							
Total cost without restoration									\$925,403.00	\$1,518,297.90	\$1,028,197.27	\$893,410.00	\$526,715.00	\$725,875.00	\$610,060.00
Total cost with restoration									\$994,713.00	No Bid	\$1,096,697.27	No Bid	\$600,395.00	No Bid	\$674,210.00



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.e

Title:

Recommendation to Reject All Bids for Electric Line Clearance/Tree Trimming Services

Presenter:

Tom Bruhl

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: NA

Budgeted Amount: NA

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The Purchasing Division under the Finance Department went out for bids for Electric Line Clearance Tree Trimming and received one bid. The one bid received did not provide lump sum prices for the pole lines we need trimmed, and the submitted T&M prices were approximately double the FY17 bid prices.

Following a successful bidding strategy deployed by Naperville, the City of St. Charles modified our tree trimming bid to a lump sum type per circuit instead of a T&M hourly rate bid. Such would require bidders to field review the pole lines, using the provided maps, and determine a lump sum cost to trim to clearance standards. By changing to lump sum, Staff would only inspect the final product for compliance instead of managing work effort on a daily basis. This change to the bid structure obviously caused some confusion for the bidders. T&M rates were requested as part of the bid for storm or additional work, and were not intended to be the basis for the award. City Staff is going to revise the specification to provide better clarification as to what we are expecting from the Bidders, rebid the work, and insure ample time is available for the bidders to field review the pole lines.

Attachments *(please list):*

* None

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Reject Bids for Electric Line Clearance/Tree Trimming Services.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4.f

Title: Recommendation to Approve Purchase Order with Green Planet 21 Utility for Cable Removal Contractor Services for a Three Year Period beginning May 1, 2017 through April 30, 2020.

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: \$38,950

Budgeted Amount: \$38,950

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

The Purchasing Division under the Finance Department went out for bids and received four bids for removal of cable from our existing duct banks. This work involves pulling the cable out of the duct, chopping it into short pieces with a specialized piece of equipment, and then depositing the cable into a dump truck to be taken to scrap. Based on the abandoned cables currently waiting to be pulled out, we estimate approximately 2 weeks of work in FY 17/18.

Bid proposals also included an option for a three year contract with either updated per unit pricing or a specified rate increase. Green Planet 21 Utility's submittal included a 5% increase for Year 2 and approximately another 5% increase for Year 3. Even taking into account these annual increases, overall, Green Planet 21 Utility's pricing was still favorable in both Year 2 and Year 3 when compared to the other bidders.

Attachments *(please list):*

* Bid Tabulation

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve Purchase Order to Green Planet 21 Utility for Cable Removal Contractor Services in the amount of \$38,950.

Item	Three Phase Line Construction	Meade	Archon	Green Planet 21 Utility
Cable Removal - Crew Day Rate	\$8,474.17	\$7,882.30	\$4,895.00	\$3,895.00
2 Weeks of Work	\$84,741.70	\$78,823.00	\$48,950.00	\$38,950.00
Year 2 Offer	3.50%	3%	5%	5.00%
Year 3 Offer	3.50%	3%	5%	11% from Year 1



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.g

Title:

Recommendation to Extend the Agreement for Mowing Services with Cornerstone Partners

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: \$138,292.00

Budgeted Amount: \$140,000.00

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The City owns and maintains 140 facilities, parks, and parcels throughout the community. Cornerstone Partners (St. Charles, IL) has been the City's mowing contractor since 2014.

The mowing contract term was for three years with an optional two years added at the discretion of the City. Cornerstone has held their unit prices for the last three years, through the duration of the base contract, and has proposed to hold their prices with a 0% increase for the next two years.

Cornerstone has been a very responsive vendor for the City. In addition to mowing services, they perform planter bed maintenance, landscaping, and snow removal services as well.

Attachments *(please list):*

* Cornerstone Extension Proposal

Recommendation/Suggested Action *(briefly explain):*

Recommendation to execute a two year contract extension for mowing services with Cornerstone Partners in the submitted unit rates, with an anticipated annual cost of \$138,292.00.

RFP to Provide Mowing Service
 Awarded: April 4, 2014

ADDENDUM TO EXTEND CONTRACT PERIOD {RFP pg. 8}

Pg. 63: IV. BID/CONTRACT FORM {Summary}
A. Unit Prices and Extensions

May 1, 2014 to April 30, 2015

<i>Type</i>	<i>Estimated Cycles</i>	<i>Unit Price</i>	<i>Extension</i>
Fine Mowing	28	\$3,340.00	\$93,520.00
Rough Mowing	9	\$898.00	\$8,082.00
Very Rough Mowing	6	\$792.00	\$4,752.00
Sub-Total - May 1, 2014 to April 30, 2015			\$106,354.00

May 1, 2015 to April 30, 2016 Proposed: \$106,354.00

<i>Type</i>	<i>Estimated Cycles</i>	<i>Unit Price</i>	<i>Extension</i>
Fine Mowing	28	\$3,340.00	\$93,520.00
Area 59	+14	\$66.00	\$924.00
Rough Mowing	14	\$898.00	\$12,572.00
Very Rough Mowing	14	\$792.00	\$11,088.00
Lynn, Beatrice, 7th St., IL & 8th, Dean, Area 69-72	28	\$244.00	\$6,832.00
IL Rt. 64 to Oak	28	\$52.00	\$1,456.00
Riverside Park	28	\$112.00	\$3,136.00
Moody Park	28	\$75.00	\$2,100.00
Sub-Total - May 1, 2015 to April 30, 2016			\$131,628.00

(2) Year Extension Offer Valid until 4/12/17

May 1, 2016 to April 30, 2017 Proposed: \$106,354.00

<i>Type</i>	<i>Estimated Cycles</i>	<i>Unit Price</i>	<i>Extension</i>
Fine Mowing	28	\$3,340.00	\$93,520.00
Area 59	+14	\$66.00	\$924.00
Rough Mowing	14	\$898.00	\$12,572.00
Very Rough Mowing	14	\$792.00	\$11,088.00
Lynn, Beatrice, 7th St., IL & 8th, Dean, Area 69-72	28	\$244.00	\$6,832.00
IL Rt. 64 to Oak	28	\$52.00	\$1,456.00
Riverside Park	28	\$112.00	\$3,136.00
Moody Park	28	\$75.00	\$2,100.00
Sub-Total - May 1, 2016 to April 30, 2017			\$131,628.00

Extension (Yr. 1) May 1, 2017 to April 30, 2018

<i>Type</i>	<i>Estimated Cycles</i>	<i>Unit Price</i>	<i>Extension</i>
Fine Mowing	28	\$3,340.00	\$93,520.00
Area 59	+14	\$66.00	\$924.00
Rough Mowing	14	\$898.00	\$12,572.00
Very Rough Mowing	14	\$792.00	\$11,088.00
Lynn, Beatrice, 7th St., IL & 8th, Dean, Area 69-72	28	\$244.00	\$6,832.00
IL Rt. 64 to Oak	28	\$52.00	\$1,456.00
Riverside Park	28	\$112.00	\$3,136.00
Moody Park	28	\$75.00	\$2,100.00
115 9th Ave, 807 IL Ave, 811 IL Ave, 904 S. Ave.	28	\$238.00	\$6,664.00
Sub-Total - May 1, 2017 to April 30, 2018			\$138,292.00

(2) Year Extension Offer Valid until 4/12/17

Extension (Yr. 2) May 1, 2018 to April 30, 2019

Type	Estimated Cycles	Unit Price	Extension
Fine Mowing	28	\$3,340.00	\$93,520.00
Area 59	+14	\$66.00	\$924.00
Rough Mowing	14	\$898.00	\$12,572.00
Very Rough Mowing	14	\$792.00	\$11,088.00
Lynn, Beatrice, 7th St., IL & 8th, Dean, Area 69-72	28	\$244.00	\$6,832.00
IL Rt. 64 to Oak	28	\$52.00	\$1,456.00
Riverside Park	28	\$112.00	\$3,136.00
Moody Park	28	\$75.00	\$2,100.00
115 9th Ave, 807 IL Ave, 811 IL Ave, 904 S. Ave.	28	\$238.00	\$6,664.00
Sub-Total - May 1, 2018 to April 30, 2019			\$138,292.00



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.h

Title:

Recommendation to Extend the Agreement for Landscape Bed Maintenance with Cornerstone Partners

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: \$31,081.00

Budgeted Amount: \$32,000.00

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The City owns and maintains landscape beds at 24 different sites throughout the community. Such areas include landscape beds adjacent to City buildings, streetscape beds, or landscaped medians on Randall Road or Main Street.

Cornerstone Partners (St. Charles, IL) has been the City's landscape bed maintenance contractor since 2015. This contract consists of weeding, fertilizing, adding and turning mulch, supplemental planting, as well as general spring and fall cleanup.

Cornerstone has held their unit prices for these services for the last two years, and bid a one-time 5% increase to take effect for optional years 3 and 4 (2017 & 2018). (Note: After the increase, Cornerstone will still be 35% under the 2015 prices of the next lowest bidder.)

Cornerstone has been a very responsive vendor for the City. In addition to mowing services, they perform mowing services, landscaping, and snow removal services as well.

Attachments *(please list):*

* 2015 Bid Tabulation * Cornerstone Bid Sheet

Recommendation/Suggested Action *(briefly explain):*

Recommendation to execute a two year contract extension for landscape bed maintenance services with Cornerstone Partners in the amount not to exceed \$31,081.00.

Landscape Bed Maintenance
2015-2016 Price Proposal Results

Company	Weekly Rate	Extended Rate	Cu Yd Mulch Rate	Extended Mulch Rate (100 yards)	Total Annual Extended Price
*Corner Stone Partners St. Charles, IL	\$ 890.00	\$ 24,920.00	\$ 61.61	\$ 6,161.00	\$ 31,081.00
County Wide Landscaping Elburn, IL	\$ 1,500.00	\$ 42,000.00	\$ 55.00	\$ 5,500.00	\$ 47,500.00
Classic Landscape LTD West Chicago, IL	\$ 1,890.00	\$ 52,920.00	\$ 55.00	\$ 5,500.00	\$ 58,420.00
Acres Group Plainfield, IL	\$ 2,025.50	\$ 56,714.00	\$ 48.00	\$ 4,800.00	\$ 61,514.00
D. Reithel Co, Landscaping Inc Hampshire, IL	\$ 2,142.00	\$ 59,976.00	\$ 70.00	\$ 7,000.00	\$ 66,976.00
Green Scene St. Charles, IL	\$ 2,304.00	\$ 64,512.00	\$ 65.00	\$ 6,500.00	\$ 71,012.00
Pedersen Company St. Charles, IL	\$ 3,050.00	\$ 85,400.00	\$ 40.00	\$ 4,000.00	\$ 89,400.00
Countryside Industries Wauconda, IL	\$ 3,095.00	\$ 86,660.00	\$ 60.00	\$ 6,000.00	\$ 92,660.00
Skyline Tree Service & Landscaping St. Charles, IL	\$ 7,350.00	\$ 205,800.00	\$ 50.00	\$ 5,000.00	\$ 210,800.00

*Cornerstone Price updated to Optional 2017 - 2019 Rates. All other rates listed indicate original 2015 bid prices

City of St. Charles, Illinois
Public Works Department
Landscape Maintenance Services Request for Proposal
For Public Services Division



BUSINESS ORGANIZATION:

____ Sole Proprietor: An individual whose signature is affixed.
____ Partnership: State full names, titles and addresses of all responsible principals
and/or partners on attached sheet.
✓ Corporation: State of Incorporation: ILLINOIS

Please provide your Federal Employer Identification Number (F.E.I.N.):

06-1775632

Seal (affix seal below if applicable)

	(List Name of Officers)
President	<u>JIM TURCAN</u>
Vice-President	
Secretary	<u>JEFF RANDALL</u>
Treasurer	

Attest:

Jeff Randall Signature of Secretary



DISQUALIFICATION OF CERTAIN PROPOSER

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.



**CERTIFICATE OF NON-DISQUALIFICATION UNDER ILLINOIS
COMPILED STATUTES, CH. 720, SEC. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Cornerstone Partners Hort. Services (proposer) not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

Cornerstone Partners Hort. Services
Name of Proposer

By: J. M. Randall
Jeff Randall

State of Illinois

SS

County of Kane

Subscribed and sworn to before me
this 11 day
of March 2015

Connie Billups
Notary Public



NOTE TO PROPOSER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11 (b).



CERTIFICATION OF COMPLIANCE

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the proposal.

Cornerstone Partners Horticultural Services
Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain proposer, which are contained on the following pages of the documents.
3. That the undersigned knows of his own knowledge that the proposer is not disqualified from proposing under the aforesaid sections.

Authorized Signature

Jeff Randall

Type or Print Name

Jeff Randall

Title

Secretary

SEAL

Instructions: This is to be completely filled out and executed by the chief officer or the proposer authorized to submit the certification.

City of St. Charles, Illinois
Public Works Department
Landscape Maintenance Services Request for Proposal
For Public Services Division



COMPLIANCE STATEMENT

Complete this form and submit it with Form of Proposal.

Offeror's Name: Jeff Randall Signature: Jeff Randall

TO: City of St Charles, Public Works Facility
200 Devereaux Way
St Charles, IL 60174
ATTN: AJ Reineking, Public Works Manager

FROM: Organization: Cornerstone Partners Horticultural Services
Address: PO Box 745
City, State, Zip Code: St. Charles, IL 60174
Contact Person: Jeff Randall
Telephone Number: 630 482-9950
Facsimile Number: _____

In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined herein, for the City of St Charles in the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the Request for Proposals.



CITY OF ST CHARLES, ILLINOIS
TAX COMPLIANCE AFFIDAVIT

Jeff Randall, being first duly sworn,
deposes and says: that he is Officer
(Partner, Officer, Owner, Etc.)
of Cornerstone Partners Hgt. Services.
(Consultant)

The individual or entity making the foregoing proposal or proposal certifies that he is not barred from contracting with the City of St Charles because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Jeff Randall
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 11 day of March, 2015



SEAL

Connie Billups

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal



CITY OF ST CHARLES, ILLINOIS
ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Jeff Randall, being first duly sworn,

deposes and says: that he is Officer
(Partner, Officer, Owner, Etc.)

of Cornerstone Pathways Hotel Services
(Consultant)

The party making the foregoing proposal or bid, certifies that such proposal is genuine and not collusive, or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other proposer, or to secure any advantage against any other proposer or any person interested in the proposed contract.

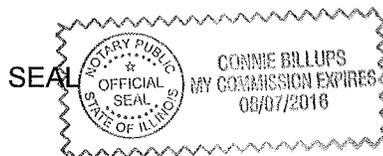
The undersigned certifies that he is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Jeff Randall

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 11 day of March, 2015



Connie Billups
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid



REFERENCES

CITY OF ST CHARLES

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Facility: City of ST. Charles
Address: 200 Devereaux Way
City, State, Zip Code: St. Charles, IL 60174
Telephone Number: 630 377-4420
Contact Person: John Lochbaum
Dates of Service: May 1, 2014 - Present

Facility: Mill Creek SSA - County of Kane
Address: 719 S. Patawica Ave. BLD A
City, State, Zip Code: Geneva, IL 60134
Telephone Number: 630 485-0835
Contact Person: Mr Don Biggs
Dates of Service: 4/1/2013 - Present

Facility: Interstate Partners of IL.
Address: 90 Prairie Parkway
City, State, Zip Code: Gilberts, IL 60136
Telephone Number: 847 428-5303
Contact Person: Pete Thomas
Dates of Service: 4/1/2011 - Present

City of St. Charles, Illinois
Public Works Department
Landscape Maintenance Services Request for Proposal
For Public Services Division



CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Cornerstone Partners Hort. Services (proposer) shall comply with all local, state and federal safety standards.

Cornerstone Partners Hort. Services

Name of Proposer

By: Jeff Randall
Jeff Randall

State of Illinois

ss

County of Kane

Subscribed and sworn to before me
this 11 day
of March 2015

Connie Billups
Notary Public





**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257
OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Cornerstone Partners Hort. Services (proposer) complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

Cornerstone Partners Hort. Services

Name of Proposer

By: Jeff Randall
Jeff Randall

State of Illinois

SS

County of Kane

Subscribed and sworn to before me
this 11 day
of March 2015

Connie Billups
Notary Public



City of St. Charles, Illinois
Public Works Department
Landscape Maintenance Services Request for Proposal
For Public Services Division



AGREEMENT SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

CITY OF ST CHARLES

By:

Ray Rogina, Mayor

Attest:

City Clerk

CONTRACTOR: Cornerstone Partners Horticultural Services

By:

James F. Turcan, President
Print Name and Title: _____
(If Corporate: Chairman, President or Vice
President)

Attest

Jeff Randall, Secretary
Print Name and Title
(If Corporate: Secretary, Assistant Secretary,
Chief Financial Officer or Assistant Treasurer)



B. Personnel and Equipment

The approximate number of personnel who will be at the work site daily is
3

List of equipment: _____

1- F350 Ford Truck

1- 12' Wells Cargo Trailer

Echo Blower

Echo Hedge Shear

Brown Bed Redefiner

Hand Tools (Spades Shovels, Cultivators, Rakes

Hand Pruners, + Safety Equipment)

Safety Arrow Board

C. If applicable, attach copies of Certified Landscape Technician certificates



January 20, 2015

James Turcan
Cornerstone Partners Horticultural Services
P.O. Box 745
Saint Charles, IL 60174

ID: 248739

Dear James,

Thank you for your recent recertification. We commend you for your commitment to maintaining your PLANET certification every two years through the recertification process. Please find your updated wallet card that reflects the new good-through date below.

Continuing education and industry service are critical to maintaining the active status of your PLANET certification. As you know, these activities are measured in Continuing Education Units (CEUs), and you are required to report 24 CEUs earned during your two-year cycle to maintain the active status of your certification. Your next recertification is due on or before December 31 at the end of your two-year certification renewal cycle as indicated by your good-through date.

Details on the recertification process including a recertification requirements list and frequently asked questions are available on PLANET's Web site in the Recertification Center at <http://www.landcarenetwork.org/certification/recertification.cfm>. Please visit often for updates and information. A CEU submission form is located online. This completed form and your recertification fee are all that you need to send to PLANET on or before your good-through date – you do not need to send in documentation unless requested per a random recertification audit. Please keep your attendance documentation on file.

If you have questions on the recertification process or would like information on other PLANET certification programs, please do not hesitate to contact PLANET at (800) 395-2522.

Again, congratulations!

Sincerely,

David Hupman
Landscape Industry Certified Manager & Technician
Chair, International Certification Council



James Turcan
Ornamental & Turf Maintenance

Recertify by 12/31/2016

***P.S. Promote that you are Landscape Industry Certified!
Here's the link to your marketing toolkit:***

www.landcarenetwork.org/PLANET/Certification/Certificant-Toolkit.aspx

QUALIFIED • CONFIDENT • RECOGNIZED



James Turcan
Ornamental & Turf Maintenance

Recertify by 12/31/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Critchell-Miller & Petrus, Inc. 188 Industrial Drive Suite #238 Elmhurst, IL 60126 Brian Dolewski	CONTACT NAME: Brian Dolewski PHONE (A/C, No, Ext): 630-782-1717 FAX (A/C, No): 630-782-1797 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Illinois Emcasco Ins. Co.</td> <td>32808</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Illinois Emcasco Ins. Co.	32808	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED Cornerstone Partners Horticultural Services Co. P.O. BOX 745 St Charles, IL 60175														

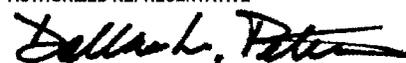
COVERAGES **CERTIFICATE NUMBER: 1** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	4D95374	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		X	4E95374	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			4J95374	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A	4H95374	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equi			4C95374	07/01/2014	07/01/2015	Limit 250,000 Any 1Item 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of St. Charles is also an additional insured with respect to General Liability CG7174.3(10-13) and Auto Liability CA7270(3-07) Umbrella Liability follows form

CERTIFICATE HOLDER CITYSTC City of St. Charles Public Works Facility AJ Reineking 200 Devereaux Way St. Charles, IL 60174	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- d. Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for “bodily injury” or “property damage” which occur after the execution of any written agreement or contract.

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:
 - (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
 - (2) Any organization you acquire or form will not be considered an “insured” if:
 - A. The organization is a partnership or a joint venture; or
 - B. That organization is covered under other similar insurance.
 - (3) Coverage under this provision does not apply to any claim for “bodily injury” or “property damage” resulting from an “accident” that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, “insured” does not include any subsidiary that is an “insured” under any other automobile liability policy or was an “insured” under such a policy but for termination of that policy or the exhaustion of the policy’s limits of liability.

D. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. PHYSICAL DAMAGE – TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered “auto” of the private passenger type is disabled; or
- b. Up to \$500 each time a covered “auto” other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered “auto” of the private passenger type. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expirations, when the covered “auto” is returned to use or we pay for its “loss.”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- d. Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for “bodily injury” or “property damage” which occur after the execution of any written agreement or contract.

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:
 - (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
 - (2) Any organization you acquire or form will not be considered an “insured” if:
 - A. The organization is a partnership or a joint venture; or
 - B. That organization is covered under other similar insurance.
 - (3) Coverage under this provision does not apply to any claim for “bodily injury” or “property damage” resulting from an “accident” that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, “insured” does not include any subsidiary that is an “insured” under any other automobile liability policy or was an “insured” under such a policy but for termination of that policy or the exhaustion of the policy’s limits of liability.

D. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. PHYSICAL DAMAGE – TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered “auto” of the private passenger type is disabled; or
- b. Up to \$500 each time a covered “auto” other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered “auto” of the private passenger type. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expirations, when the covered “auto” is returned to use or we pay for its “loss.”

IV. PROPOSAL/CONTRACT FORM

The undersigned Contractor offers to provide to the City of St. Charles, **Landscape Maintenance Services** conforming to the specifications, terms and conditions set forth herein.

A. Unit Prices and Extensions

Cornerstone Partners Horticultural Services

YEAR	ESTIMATED CYCLES	UNIT (WEEKLY) PRICE	EXTENSION
Base: May 1, 2015 to April 30, 2016	28	\$ 845.00	\$ 23,660 ⁰⁰
Optional: May 1, 2016 to April 30, 2017	28	\$ 845.00	\$ 23,660 ⁰⁰
Optional: May 1, 2017 to April 30, 2018	28	\$ 890.00	\$ 24,920 ⁰⁰
Optional: May 1, 2018 to April 30, 2019	28	\$ 890.00	\$ 24,920 ⁰⁰
Additional Landscape Maintenance	Hourly	\$ 31.74 per hr.	2015 --- 2016 only

Price per cubic yard of mulch: \$ 61⁶¹ installed (Cornerstone Blended Hardwood mulch)

Price per cubic yard of mulch: \$ 42.00 hr (City of St Charles supplied mulch)

Actual award will be based on unit prices of the base bid term. The actual quantity will be determined by the need and budgetary funds available.

* Above fee's include spraying a post emergent herbicide on turf where trees have no existing tree ring, once turf is dead weed whipping downs dead turf. Excludes installation of mulch as it may differ from City mulch to contractors mulch, depending on location.

* Excludes installing mulch in newly mulched North City Park/King Lot as it has new mulch now.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.i

Title:

Recommendation to Award the Bid for Downtown Streetscape Painting

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: \$30,000.00

Budgeted Amount: \$30,000.00

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The Public Works Department maintains the streetscape throughout the downtown area, including functional and decorative steel items such as benches, garbage cans, light poles, and guardrails. These items must be painted periodically to enhance the longevity of their useful life.

In 2016, the Department piloted a program in which a contractor would grind and use an electrostatic painting process (powder coating) the steel surfaces in place. The process proved to be extremely successful as there was no need to remove the items from the downtown area, there was no concern of overspray, and the finished product looked much better than a typical brushed and rolled paint job.

Public Services staff prepared a bid specification to enhance the electrostatic painting program for the 2017 season. Unit prices were solicited for painting the various street lights, benches, guardrails and garbage cans throughout the downtown area. The City received one response to this bid from Superior Electrostatic Painting, Inc. of Rockford, IL.

Superior was the City's contractor during the pilot program last year and they perform similar work for other communities in the Chicagoland area.

Attachments *(please list):*

* Bid Tabulation * Bid Specifications * Superior Bid Price Sheets

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for Downtown Streetscape Painting to Superior Electrostatic Painting, Inc. in the submitted bid rate, not to exceed \$30,000.00.

Downtown Streetscape Electrostatic Painting
GSC: April 24, 2017

	Superior Electrostatic Painting, Inc	
	Rockford, IL	
Item	PSX	Urithane
Bench - 6' arched	\$ 170.00	\$ 150.00
Garbage Receptacle - 40 gallon	\$ 170.00	\$ 150.00
Bike Rack	\$ 50.00	\$ 40.00
Decorative Pole - 10'	\$ 100.00	\$ 75.00
Small Light Pole - 15'	\$ 225.00	\$ 175.00
Large Light Pole - 30'	\$ 300.00	\$ 250.00
Guard Rails - Main Street Bridge	\$ 200.00	\$ 175.00
Guard Rails - Prairie Street Bridge	\$ 160.00	\$ 140.00

INVITATION TO BID

Electrostatic Painting Services

Bid Opening – Bids must be submitted to the St. Charles Municipal Center, located at 2 E. Main Street, St. Charles, IL 60174 by April 5, 2017 at 2:30 PM.

Intent – The City of St. Charles desires to enter into an agreement with a single contractor to provide Electrostatic Painting Services. The City of St. Charles is responsible for maintaining the appearance of the downtown area. The City intends to utilize the services of a qualified painting contractor to enhance the aesthetic appeal of its downtown streetscape and furniture.

Scope of Work – This work shall include the surface preparation and powder-coated electrostatic painting of steel garbage receptacles, benches, bike racks, light poles, and guard rails located in the City's downtown corridor. The Contractor shall be responsible for all services to be performed and shall provide and furnish all labor, materials, necessary tools, equipment, and supplies. All work performed shall take place Monday through Friday between the hours of 7:00 AM and 4:00 PM.

Contract Period – The term of this contract will be for one year beginning May 1, 2017 and ending April 30, 2018.

Accident Prevention and Notification - The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulation and building codes shall be observed. In the event of accidents of any kind that involve the general public and/or private or public property in St. Charles, the Contractor shall immediately notify the City. Upon request of St. Charles, the Contractor shall provide such accounting of details and/or copy of written accident reports as St. Charles may require.

Damage - The Contractor shall take all necessary precaution for the protection of public and/or private property. The Contractor shall be responsible for damages on or to public or private property resulting from careless or negligent operation of vehicles or handling of any material, tools, and/or equipment. All property which suffers damage caused by the Contractor shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner or the City.

Employees and Conduct - The Contractor shall perform all painting services in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide courteous and knowledgeable personnel in its customer service office. In the event that any of the Contractor's employees are deemed by the City to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, upon formal written or verbal request by the City, the Contractor shall remove such employee from work within St. Charles and furnish a suitable and competent replacement employee. The Contractor's crewmembers shall be attired at all times in a neat and professional manner.

Prevailing Wage - Painting activities are subject to the Illinois Prevailing Wage Act. As such, the contractor is required to pay a prevailing wage and submit certified payroll records to the City with all pay requests. No payment will be processed until such certified payroll records are furnished.

Painting Specifications – All work shall include the surface preparation, powder coated finish application, and post painting care of City garbage receptacles, benches, bike racks, light poles, and guard

rails. All work associated with applying the City approved **“Bollard Green”** (item # B54TZ404) painted finish shall be performed on site.

1. Surface Preparation: All streetscape items listed above shall be cleaned and or grinded down before applying electrostatic paint. The Contractor must remove all contamination from metal surfaces such as, oil, grease, dirt, foreign matter, loose paint, rust and or other material that will impair bond of the electrostatic paint.
 - a. Clean and degrease surfaces by wet sanding, rinsing with clean water and wiping down with appropriate cleaner. Rinse with warm water and wipe down with clean rags until surface is dry.
 - b. Scrape, sand, and/or grind all loose, blistered, scratched, or otherwise imperfect paint down to bare metal before applying new paint.
 - c. Provide surface-applied protection before application of new paint. “Mask” any and all City or private property that may be adversely affected by electrostatic paint.
 - d. Appropriate containment must be employed at all times to ensure that no objects or people are impacted by preparation materials or debris.
2. Application: Apply electrostatic paint according to manufacturer’s instructions. Use applicators and techniques best suited for desired results.
 - a. Completely cover surfaces to provide a smooth, uniform finish. Spotting, cloudiness, brush marks, runs, or other imperfections will not be accepted.
 - b. If unfavorable conditions show through, The Contractor shall apply additional coats until paint film is of standard finish, color, and appearance. The Contractor will ensure that edges, corners, crevices, welds, and exposed fasteners receive equivalent care to that of flat surfaces.
 - c. Appropriate containment must be employed at all times to ensure that no objects or people are impacted by overspray.
3. Post Painting Care: At the end of each workday, the Contractor shall remove all masking and discard of all paint materials from project site.
 - a. After completing painting, clean any adjacent paint-spattered surfaces without damaging said surfaces.
 - b. Provide “Wet Paint” signs to protect newly painted finishes and inform individuals of work.

Basis of Award

Award will be based on the submitted unit costs in accordance with these specifications, factoring a cumulative total of one (1) of each of the units. This in no way shall be construed as a guaranteed minimum or maximum. The total quantities shall be determined at the sole discretion of the City based on bids prices received and budget availability.

City of St. Charles
Electrostatic Painting Cost Sheet
May 1, 2017 – April 30, 2018

Bidder Information

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Telephone: _____

Fax: _____

Email: _____

BASE BID/FEE SCHEDULE

ITEM	ITEM RATE
Bench – 6’ arched bench (72”X28”X38 w/ 17” h seat)	\$
Garbage Receptacle – 40 gallon with 1 – 3/16” X 3/16” thick slates	\$
Bike Rack – 2 bike capacity, 3 ½ inch diameter	\$
Decorative Pole – 10’	\$
Small Light Pole – 15’	\$
Large Light Pole – 30’	\$
Guard Rails - Main Street Bridge (10’ sections w/ 1” Spindles)	\$
Guard Rail - Prairie Street Bridge (8’ sections w/ 1” Spindles)	\$
TOTAL FOR ONE (1) of EACH ITEM	\$

List any and all deviations from minimum specifications:

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of St. Charles the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

Signature of Authorized Representative

EXHIBIT A
Bid Item Photos

<i>ITEM</i>	<i>ITEM PHOTO</i>
<p>Bench – 6’ arched bench (72”X28”X38 w/ 17” h seat)</p>	
<p>Garbage Receptacle – 40 gallon with 1 – 3/16” X 3/16” thick slates</p>	
<p>Bike Rack – 2 bike capacity, 3 ½ inch diameter</p>	

Decorative Pole – 10'



Small Light Pole – 15'



Large Light Pole – 30'



Guard Rails - Main Street Bridge (10' sections w/ 1" Spindles)



Guard Rail - Prairie Street Bridge (8' sections w/ 1" Spindles)



City of St. Charles
Electrostatic Painting Cost Sheet
May 1, 2017-April 30, 2018

Bidder Information

Company Name: SUPERIOR ELECTROSTATIC PAINTING INC
 Address: 6202 FITZGERALD RD
 City, State, Zip: Rock Hill, SC, 29107
 Contact Person: RON SACHWARTZ

Telephone: 815-543-9388
 Fax: 815-963-6757
 Email: SECTROMAN543@AOL.COM

BASE BID/FEE SCHEDULE

ITEM	ITEM RATE
Bench - 6' arched bench (72"X28"X38 w/ 17" h seat)	\$ PSX 170.00 DRITHANE 150.00
Garbage Receptacle - 40 gallon with 1 - 3/16" X 3/16" thick slates	\$ PSX 170.00 150.00
Bike Rack - 2 bike capacity, 3 1/2 inch diameter	\$ PSX 50.00 40.00
Decorative Pole - 10'	\$ 100.00 75.00
Small Light Pole - 15'	\$ 225.00 175.00
Large Light Pole - 30'	\$ 300.00 250.00
Guard Rails - Main Street Bridge (10' sections w/ 1" Spindles)	\$ 200.00 175.00
Guard Rail - Prairie Street Bridge (8' sections w/ 1" Spindles)	\$ 160.00 140.00
TOTAL FOR ONE (1) of EACH ITEM	\$

List any and all deviations from minimum specifications:

Our Company will use only the best products to finish your items. We will also touch up any work done from previous year for no charge to insure your items stay looking good

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of St. Charles the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

Signature of Authorized Representative



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.j

Title:

Recommendation to Award the Bid for Street Sweeping Services

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: \$79,411.08

Budgeted Amount: \$98,148.00

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The City of St. Charles Public Works Department provides street sweeping services to the community. This public policy translates into good sound environmental practice by removing grit and foreign contaminants from the roadways and preventing that material from entering the watershed. In addition, street sweeping removes materials from the roadways that may otherwise create unsafe conditions and traffic accidents. Most public streets will be swept by a contractor while Public Works staff concentrates on downtown roads, special events and construction sweeping activities.

On April 11, 2017 the City opened bids for a one-year street sweeping program with an optional extension for up to two additional years. Pricing was requested for sweeping services within residential zones as well as the Commercial Manufacturing District (CMD), and county and state routes.

The City received four (4) bids to perform this work with Hoving Clean Sweep of West Chicago being the lowest responsive, responsible bidder. Hoving has been the City's sweeping contractor in the past and has demonstrated that they are responsive to the City's expectations.

Sweeping will be performed 8 times per year in residential zones and four times in the CMD and state routes.

Attachments *(please list):*

* Bid Tabulation * Bid Specifications * Hoving Bid Price Sheets

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for Street Sweeping Services to Hoving Clean Sweep in the amount of \$79,411.08 for Fiscal Year 17/18 with the option for staff to execute an extension of the contract for Fiscal Years 18/19 and 19/20 with the maximum allowable annual contract increase of 2%.

Street Sweeping Bid
04/24/17 GSC

	Hoving Clean Sweep West Chicago, IL	TKG Environmental Services Group Waukegan, IL	Waste Management Lombard, IL	Elgin Sweeping Services Chicago, IL
Residential Sweeping (8)	\$ 74,881.44	\$ 177,600.00	\$ 268,600.00	\$ 280,120.00
Commercial Manufacturing Dist (4)	\$ 2,484.00	\$ 5,200.00	\$ 7,450.00	\$ 8,460.00
County & State Route Sweeping	\$ 2,045.64	\$ 3,700.00	\$ 5,550.00	\$ 9,400.00
TOTAL	\$ 79,411.08	\$ 186,500.00	\$ 281,600.00	\$ 297,980.00
Hourly Rate	\$ 125.00	\$ 125.00	\$ 180.00	\$ 280.00
% Increase FY18/19	2%	2.5%	4%	2.5%
% Increase FY19/20	2%	2.5%	4%	2.5%

**City of St. Charles
Street Sweeping Specifications**

Bids Due: Tuesday, April 4, 2017

I. DESCRIPTION AND SCOPE OF WORK

The City of St Charles is issuing this Invitation to Bid (BID) for the sweeping of approximately 366 curb miles of City streets on a specified schedule or on an as-needed basis. The City is seeking bids for four (4) separate sweeping service scenarios including, Residential Street Sweeping, Commercial Manufacturing District Sweeping, County & State Routes Sweeping, and As-Needed Sweeping.

II. IMPLEMENTATION

A. Residential Street Sweeping (272 curb miles & 3.17 alley miles)

- Eight (8) complete sweeps on the following schedule:
 1. Last Week of March
 2. Last Week of May
 3. Last Week of June
 4. Mid-Week of August
 5. Last Week of September
 6. Last Week of October
 7. Mid-Week of November
 8. Last Week of November (After Leaf Collection Service)

B. Commercial Manufacturing District Sweeping (17 curb miles)

- Four (4) complete sweeps on the following schedule:
 1. Last Week of March
 2. Last Week of June
 3. Last Week of September
 4. Last Week of November (After Leaf Collection Service)

C. County & State Routes Sweeping (14 curb miles)

- Four (4) complete sweeps on the following schedule:
 1. Last Week of March
 2. Last Week of June
 3. Last Week of September
 4. Last Week of November (After Leaf Collection Service)

D. As-Needed Sweeping (TBD)

- Emergency sweeping needs, special events or construction clean-up on an hourly rate.

Notes:

1. All curb miles are approximations. It is the contractor's responsibility to verify all conditions and lengths before submitting a bid.
2. City staff shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. City staff also has the right to accept only portion of the proposed work.
3. The Contractor will be provided the latitude in establishing work schedules which correspond to the City's route schedules, manpower and equipment resources. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing sweeping on the day scheduled.
4. See "Exhibit B", Fee Schedule for additional information.

III. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

A. WORK ASSIGNMENTS AND SCHEDULE

The Contractor shall be provided sweeper routes and maps by the City ("Exhibit C"). The Contractor shall submit a written sweeping schedule to the Public Services Manager or designee within fifteen (15) days of the effective date of an executed agreement. This schedule shall clearly identify the sweeping tasks required by this agreement and days they are scheduled to be performed in each particular area. Contractor shall have ability to review and propose sweeping route modifications to the City for review as efforts to improve sweeping program efficiency.

Each round of sweepings shall take no longer than one week to complete. Sufficient resources shall be assigned to the project to ensure that this timeframe is able to be met.

If it is necessary to make periodic revisions to this maintenance schedule, a modified schedule must be submitted for review to the Public Services Manager or designee for approval prior to the date the changes are to take effect, but not less than 48-hours. Otherwise, it is intended that the Contractor will develop a permanent schedule utilizing the information, route schedule and any other information provided by the City, which will allow the City to monitor the Contractor's progress.

Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or week based on curb miles not swept. The Contractor shall adjust his/her schedule to compensate for all holidays and rainy days. Street sweeping shall be scheduled for all regular holidays and rainy days, unless otherwise indicated by the City. The designated Contractor holidays for this contract shall be Memorial Day, Independence Day, Labor Day, and Thanksgiving Day.

B. STREET SWEEPING EQUIPMENT

1. The street sweeper or any relief sweeper used to perform this contract work shall meet the following criteria:

- a. Roadway sweepers shall be regenerative air sweepers with a seven yard hopper, similar to the Elgin "Crosswind" sweeper.
 - b. Sweepers shall be no more than seven (7) years in age at any period during the contract.
 - c. Washout, cleaning, dumping of hopper on streets will not be allowed.
 - d. Sweepers shall be maintained in top-class running condition including arriving clean for each daily schedule.
 - e. The Contractor shall provide a relief sweeper to complete scheduled routes for each sweeper out of operation, broken down, scheduled for maintenance or any other similar situation.
 - f. The Contractor shall provide a listing of all sweepers and relief sweepers identifying:
 - i. Make, model, and year.
 - ii. Company identification unit number.
 - iii. Illinois license number.
 - iv. Company vehicle colors.
 - v. Sweeper color, if different.
 - vi. Names of all operators to be used, Illinois driver's license number, license class, expiration date and a recent Illinois DMV record for each driver.
 - g. The Contractor will not be permitted to washout or clean hopper on any public street, alley or City owned parking lot.
2. The street sweeper or any relief sweeper shall be equipped with the following:
- a. All required IDOT equipment and lights.
 - b. On-board arrow/ directional light.
 - c. Fire Extinguisher.
 - d. Dual side gutter brooms having no less than 5" long bristles.
 - e. A set of road trouble fluorescent triangles and Rear Strobes (Amber).
 - f. A radio or mobile phone.

C. STREET SWEEPING SPEED

1. Street sweepers shall be operated at speeds that are appropriate for traffic conditions and as recommended by the equipment manufacturer for optimal performance.

2. Reviews by the City shall be made of all information and reports generated by the GPS tracking system.

D. QUALITY OF SWEEPING

The quality of sweeping shall be to the satisfaction of the Public Services Manager or designee. The Contractor shall at all times use good sweeping practices as dictated by the highest standards within the sweeping industry and will make adjustments to its equipment as necessary that will result in clean streets with no debris trails left behind. On occasion and as deemed necessary by the City, this will require the complete width of the street, curb to curb, to be swept clean of debris. The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall immediately clean up any such spillage, dropping, or scattering.

Sweeping practices include, but are not limited to the following: (a) Sweeping speed shall be adjusted to street conditions with a maximum speed of ten (10) miles per hour unless manufacturer documentation is provided specifying an alternate speed; and (b) patterned concrete medians, intersections, and crosswalks shall be swept at a maximum speed of five (5) miles per hour. Standards, schedules, and frequencies may be modified from time to time as deemed necessary by the City to ensure the highest sweeping quality. Due to different street widths throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper, in many cases, to ensure curb-to-curb coverage of the street. Streets with raised medians (commercial and residential) shall have their curb-gutter perimeter swept, including turnouts. Street grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Each street shall be swept clean to the adjacent property line. Swept clean means minimal debris residual or tailings. Any sweeper used must not blow debris onto private property.

E. GLOBAL POSITIONING SYSTEM (GPS)

The Contractor shall provide all street sweepers used in the City with a GPS that enables the monitoring location of the contract sweepers at all times via computer. This system will also monitor the day-to-day operation of the sweepers, location of sweeper, including streets swept; curb miles swept, brooms up or down, and the direction and speed of travel. The City and Contractor shall be enabled to view this information via computer at all times. If a guest password is required to gain access to this information, one shall be provided to the City so they may monitor the contract sweeper's location in real time. GPS reports shall be available at the request of the City.

F. REQUIRED CONTRACTOR IDENTIFICATION SIGNAGE

The City of St Charles authorized contractors will be required to have identification signage on all vehicles at all times while working in an official capacity for the City. Such signage shall be of a professional manner and maintained neat in appearance, free of graffiti, easily identifiable and in sound condition. All costs associated with the fabrication of such signage shall be borne by the Contractor. Such signage design shall be pre-approved by the City prior to production. Signage type and material shall be plastic with

magnetic backing, painted signage on vehicle or similar. Taped vehicle signage will **not** be allowed. Such signage shall state Authorized Contractor including name of Contractor and Contractor telephone number.

G. FUELING OF SWEEPERS

The Contractor shall be responsible for fueling each sweeper and shall be ready to sweep at all scheduled times. The City does not have fuel available.

H. PERFORMANCE DURING INCLEMENT WEATHER

1. The City and Contractor shall mutually determine when the sweeping operations should cease due to inclement weather or other reasons and will notify the other party immediately once a determination is made.
2. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his/her work force in order to accomplish those activities that are not affected by weather.
3. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

I. CONTRACTOR PERSONNEL

A list identifying the names of all Contractor street sweeping equipment operators shall be provided to the City Project Manager or designee. All Contractor personnel operating sweeping equipment shall be required to be licensed to operate such sweeper and remain in good standing with the Illinois Department of Transportation.

J. WORKING HOURS

Preferably, sweeping operations should be completed by 3:00 PM, Monday through Friday. However, Contractor will be allowed to sweep Monday through Friday between the hours of 4:00 AM and 5:00 PM. Non-residential, primary and state & county roads shall NOT be swept during high traffic hours between 6:00 AM – 9:00 AM and 3:00 PM – 5:00 PM. Approval and deviation of Contractor schedule will be at the sole discretion of the City. Residential sweeping shall not be permitted prior to 7:00 AM.

K. INSPECTIONS

The Public Works Manager or his designee shall regularly inspect the streets and other City property subject to this Agreement to ensure that the work is being, and has been, performed in accordance with the terms identified in this agreement. All work found in such inspections not conforming to the applicable requirements shall be corrected by the Contractor and the City shall have the right to withhold payment to the Contractor until the work is corrected.

L. PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.
2. The Contractor shall not permit placing or use equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning traffic safety devices when deemed necessary.
3. Methods proposed by the Contractor and approved by the City shall not harm, deface or damage the streets being swept, street trees, sidewalks or street curbs. In the event that damaged to City right-of-way has occurred in the course of work, the Contractor shall be solely responsible for its repair or replacement.

M. SPECIFICATIONS

This scope of services is intended to cover all labor, equipment, material and standards of workmanship to be employed for in this work plan or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

N. WATER

The Contractor is expected to utilize an appropriate amount of water in the street sweeping process, as determined by the Public Works Manager. The Contractor will be provided access to a City fire hydrant/ filling station located on City property to utilize when filling sweepers. The City will provide information and demonstrate how to properly utilize water connections.

O. DEBRIS DISPOSAL

Contractor shall legally dispose of all waste material generated through street sweeping operations on City Property as directed by the City Representative; however the Contractor will be required to provide, pay for and manage their own dumpster(s). Contractor shall provide a monthly report of the amount in cubic yards of material disposed and where the material was disposed. The Contractor will be responsible for collection of incidental debris around trash container/bin resulting from disposal exchange within two-hours after exchange. Coordination will be made by the Public Works Manager or designee. The Contractor shall make every effort to recycle materials.

P. SPILLS

1. The Contractor shall make additional passes on a street route to pick up any spillage of sweeping materials debris dropped during turns or crossings of cross gutters, prior to moving to the next area.
2. The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of gasoline, diesel, motor oil, or hydraulic oil. A call for assistance must be made and the area cleaned within two hours. Failure to affect a proper cleanup will result in the City responding with Fire Hazmat crews and costs will be deducted from the following invoice to be paid. The quality of spill clean-ups shall be to the satisfaction of the City Public Works Manager or designee.

Q. AFTER-HOUR EMERGENCY & SPECIAL EVENT SERVICES

The Contractor will provide the City with names and telephone numbers of at least two qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present in the City of St. Charles. These Contractor representatives shall respond to said emergency within one (1) hour from receiving notification.

R. SUPERVISION OF CONTRACT, COMMUNICATION, AND MEETINGS WITH CITY

All work shall meet the approval of the City of St. Charles Public Works Department. There shall be a minimum of one monthly meeting with the Contractor and the City representative to determine progress and to establish areas needing attention. A status report of activities performed and maintenance issues addressed by the Contractor will be submitted in writing to the City on a weekly basis. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

If requested by the Public Works Manager or designee, one operator, who has been identified by the Contractor as Lead Operator shall, pick up a Public Works Radio from a City representative at the Public Works Offices at the start of their shift. At the end each shift, that radio shall be returned to be charged for use the next day. The Lead Operator shall be the field liaison to the City to communicate additional direction or needs to other operators working in the City.

Breakdowns or delays shall be communicated with City staff immediately in writing and via telephone to allow the City to make arrangements to mitigate service disruptions.

S. CONTRACTOR'S OFFICE

Contractor is required to maintain an office within a one (1) hour response time of the job site and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cellular phone. Contractor shall

have a maximum response time of two (2) hours to all emergencies. The on-site storage of equipment used exclusively for providing service within the City will **NOT** be permitted.

T. PREVAILING WAGE

Prevailing wage will **not** be required for this contract.

U. CUSTOMER SERVICE

Contractor shall provide service, which is accessible, courteous, responsive, timely, equitable and given in the spirit of professionalism and mutual respect. A Contractor equipment operator is an extension of the City of St. Charles Public Works, and as such is expected to:

1. Interact with customers and City officials, whether in person or on the phone, in a pleasant, respectful and professional manner.
2. Give full attention to each customer's needs by answering questions. Provide information, products and service in an accurate, organized and complete manner. Determine that the customer's request has been fulfilled.
3. Comply with all federal, state, county, and city laws and regulations.
4. Use adequate equipment that is kept clean and neat at all times.
5. Train other Contractor employees to be polite and courteous during public contact.
6. Employ truth and accuracy in reporting customer service records.

IV. DEFINITIONS

- A. Curb Mile – measurement of curbing of streets and medians.
- B. Linear Mile – measurement of actual miles driven in order to satisfactorily clean streets to the City standard, which may require multiple passes depending on condition and width of street.
- C. Curb-to-Curb – area within the curb limits of the street including medians, intersections and street ends.
- D. Contractor Holidays – Memorial Day, Independence Day, Labor Day and Thanksgiving Day.
- E. Inclement Weather – weather conditions that prohibit the effective operation of sweeping operations.

- F. Debris – litter, rubbish, leaves, sand, debris trail, dirt, garbage, and other foreign material.
- G. Street – all paved dedicated public rights-of-way within the existing or future City limits.
- H. Re-sweep – sweep required when previous sweeps are deemed by the City to be below standard or when a street or sections of a street are missed during regularly scheduled operation. Such re-sweeps will be at no additional cost with up to two re-sweeps performed to City satisfaction.
- I. Sweeper – Sweeping machine.
- J. Swept Clean – means minimal debris residual or tailings.
- K. Special Sweeping (Sweeps) – sweeping involving special events, parades, inclement weather, roadway hazards, spills (similar, but not limited to oil, paper, debris, etc.) and City surface parking lots.
- L. Travel Speed – sweepers shall be operated at speeds that are appropriate for traffic conditions and as recommended by the equipment manufacturer for optimal performance.

“EXHIBIT B”

BASE BID/ FEE SCHEDULE

Bidders will be required to submit costs for Street Sweeping Services in several ways based on the following Fee Schedule. Bidders will be compensated for Services either on an Hourly Rate or on a Lump Sum Cost based on the work performed (one (1) complete sweep of proposed area/ route). It is understood that the contractor(s) will be required to perform and complete the proposed work in a thorough and professional manner. The contractor shall provide all necessary labor, tools, equipment, materials, and supplies to complete the contracted work.

Notes:

1. All curb miles are approximations. It is the contractor's responsibility to verify all conditions and length before submitting a bid.
2. City staff shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. City staff also has the right to accept only portion of the proposed work as acceptable to Contractor.
3. The Contractor will be provided the latitude in establishing work schedules which correspond to the City's route schedules, manpower and equipment resources. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing sweeping on the day scheduled.

The contractor is requested to provide an equipment list of sweeping equipment currently in their fleet to be submitted with their bid.

A. Residential Street Sweeping (About 272 curb miles)

- Exhibit C Maps – All Sweeping Zones 1- 12 on East and West Sides **except** Sweeping Zone 13 (East).

Eight (8) complete sweeps on the following schedule:

1. Last Week of March per sweep \$ _____
2. Last Week of May per sweep \$ _____
3. Last Week of June per sweep \$ _____
4. Mid-Week of August per sweep \$ _____
5. Last Week of September per sweep \$ _____
6. Last Week of October per sweep \$ _____
7. Mid-Week of November per sweep \$ _____
8. Last Week of November per sweep \$ _____

TOTAL ANNUAL RESIDENTIAL SWEEPING \$ _____

B. Commercial Manufacturing District Sweeping (About 17 curb miles)

- Exhibit C Maps – Sweeping Zone 13 (East).

Four (4) complete sweeps on the following schedule:

1. Last Week of March per sweep \$ _____
2. Last Week of June per sweep \$ _____
3. Last Week of September per sweep \$ _____
4. Last Week of November per sweep \$ _____

TOTAL ANNUAL COMMERCIAL DISTRICT SWEEPING \$ _____

C. County & State Routes Sweeping (About 14 curb miles)

- Exhibit C Maps – Street routes are defined as follows:

- IL Rt. 64 (Main St.) – Between Oak St. (west) and 13th Ave. (east)
- IL Rt. 31 – Between Division St. (south) and Rail Road Trestle/ Overpass (north)
- IL Rt. 25 – Between Division St. (south) and Country Club Road (north)

Four (4) complete sweeps on the following schedule:

- | | |
|---------------------------|-------------------|
| 1. Last Week of March | per sweep \$_____ |
| 2. Last Week of June | per sweep \$_____ |
| 3. Last Week of September | per sweep \$_____ |
| 4. Last Week of November | per sweep \$_____ |

TOTAL ANNUAL COUNTY & STATE RT. SWEEPING \$_____

D. As-Needed Sweeping (TBD)

Emergency & Special Event sweeping needs or construction clean-up on an hourly rate.

- | | |
|----------------|------------------|
| 1. Hourly Rate | per hour \$_____ |
|----------------|------------------|

OPTIONAL YEARS 2, 3 SERVICES (% Increase)

PROVIDE PERCENTAGE (%) INCREASE FOR FY18/19; FY19/20

FY18/19 %_____

FY19/20 %_____

“EXHIBIT C”

SWEEPING ROUTES AND CITY MAPS

- A. Street Sweeping Locations Map (Includes overall City map by zones and individual zone maps) – Fifteen (15) Pages.

- B. Public Parking Areas (Includes Parking Lot locations) – One (1) Page.

A. Residential Street Sweeping (About 272 curb miles)

- Exhibit C Maps – All Sweeping Zones 1- 12 on East and West Sides except Sweeping Zone 13 (East).

Eight (8) complete sweeps on the following schedule:

1. Last Week of March	per sweep \$ <u>9,360.18</u>
2. Last Week of May	per sweep \$ <u>9,360.18</u>
3. Last Week of June	per sweep \$ <u>9,360.18</u>
4. Mid-Week of August	per sweep \$ <u>9,360.18</u>
5. Last Week of September	per sweep \$ <u>9,360.18</u>
6. Last Week of October	per sweep \$ <u>9,360.18</u>
7. Mid-Week of November	per sweep \$ <u>9,360.18</u>
8. Last Week of November	per sweep \$ <u>9,360.18</u>

TOTAL ANNUAL RESIDENTIAL SWEEPING \$ 74,881.44

B. Commercial Manufacturing District Sweeping (About 17 curb miles)

- Exhibit C Maps – Sweeping Zone 13 (East).

Four (4) complete sweeps on the following schedule:

1. Last Week of March	per sweep \$ <u>621.00</u>
2. Last Week of June	per sweep \$ <u>621.00</u>
3. Last Week of September	per sweep \$ <u>621.00</u>
4. Last Week of November	per sweep \$ <u>621.00</u>

TOTAL ANNUAL COMMERCIAL DISTRICT SWEEPING \$ 2,484.00

C. County & State Routes Sweeping (About 14 curb miles)

- Exhibit C Maps – Street routes are defined as follows:

*Hoving Clean Sweep employees are members of Local 673 International Brotherhood of Teamsters. The wages and benefits are governed by this agreement.

- o IL Rt. 64 (Main St.) – Between Oak St. (west) and 13th Ave. (east)
- o IL Rt. 31 – Between Division St. (south) and Rail Road Trestle/ Overpass (north)
- o IL Rt. 25 – Between Division St. (south) and Country Club Road (north)

Four (4) complete sweeps on the following schedule:

- | | |
|---------------------------|----------------------------|
| 1. Last Week of March | per sweep \$ <u>511.41</u> |
| 2. Last Week of June | per sweep \$ <u>511.41</u> |
| 3. Last Week of September | per sweep \$ <u>511.41</u> |
| 4. Last Week of November | per sweep \$ <u>511.41</u> |

TOTAL ANNUAL COUNTY & STATE RT. SWEEPING \$ 2,045.64

D. As-Needed Sweeping (TBD)
Emergency & Special Event sweeping needs or construction clean-up on an hourly rate.

- | | |
|----------------|---------------------------|
| 1. Hourly Rate | per hour \$ <u>125.00</u> |
|----------------|---------------------------|

OPTIONAL YEARS 2, 3 SERVICES (% Increase)

PROVIDE PERCENTAGE (%) INCREASE FOR FY18/19; FY19/20

FY18/19 % 2

FY19/20 % 2



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.k

Title:

Recommendation to Extend the Agreement for Mosquito Abatement Services with Clarke Environmental

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: \$99,116

Budgeted Amount: \$100,000

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

For the past thirty years, the City has provided services related to mosquito abatement throughout the community. Since the program's inception, the City has utilized Clarke Environmental as its contractor. Clarke utilizes an extensive mapping system and information database to execute a program that includes larvicide treatments, adult traps, lab analysis, and up to three community sprayings. Clarke also maintains the Mosquito Hotline to offer a comprehensive customer service portal to the City's residents. In addition, Clarke is the mosquito consultant for the communities surrounding St. Charles, allowing for a comprehensive, proactive group approach to controlling mosquitos.

The City's contract with Clarke Environmental is due to expire at the end of the fiscal year. Clarke has proposed to extend their agreement by three (3) years. Their proposal includes a 0% rate increase for Year 1 of the extension (2017). For each of the next two years, the price would increase at the rate of the Consumer Price Index (CPI), but not to exceed 2% in any given year.

Attachments *(please list):*

* Clarke Environmental Extension Proposal

Recommendation/Suggested Action *(briefly explain):*

Recommendation to execute a three year contract extension for mosquito abatement services with Clarke Environmental in the first year amount of \$99,116.00 with the maximum allowable annual contract increase of 2%.



675 Sidwell Court
St. Charles, IL 60174
630.894.2000 P
630.443.3070 F
www.clarke.com

April 5, 2017

City of St. Charles
AJ Reineking, Public Works Manager
2 E. Main Street
St. Charles, IL 60174-1984

Dear AJ,

As discussed, Clarke Environmental Mosquito Management, Inc., ("Clarke"), hereby proposes to continue to provide professional mosquito control services to the City of St. Charles during 2017-2019 in accordance with the terms of the contract in effect for 2016.

Your 2017 program cost will be held at the 2016 level of \$99,116.00. Please see the attached outline.

An NPDES (National Pollutant Discharge Elimination System) permit will be necessary for the execution of the work for mosquito control. Currently, the City of St. Charles is covered under Clarke's permit.

Thank you for the confidence you have placed in Clarke. We sincerely appreciate the continuous opportunity to service the City of St. Charles.

If you have any questions on any aspect of your contract or services, please do not hesitate to contact me at (630) 671-3129.

Sincerely,

Jack Thennisch
Control Consultant

**Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for 2017
City of St. Charles
Environmental Mosquito Management (EMM) Program**

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the City of St. Charles additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the City of St. Charles representative and inform him of the impending brood arrival.)
- B. Arbovirus Surveillance:
 - 1. Gravid Trap: Operation of two (2) traps to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke laboratories utilizing VecTest® technology for West Nile Virus.
 - 2. Clarke New Jersey Light Trap Network: Operation of two (2) traps within the City of St. Charles to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: (9) inspections
 - 1. Three (3) complete inspections of all sites.
 - 2. Three (3) targeted inspections of all breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 - 3. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control will be performed with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate®, Natular®, and/or Altosid® mosquito larvicide as described in the following sections.

1. Larval Control: The program provides backpack or hand equipment treatments.
2. Helicopter Prehatch: Three (3) treatments using a 30 day residual product of all acres for floodwater mosquito control.
3. Catch Basins: One treatment of all street side catch basins, inlets and manholes using an extended residual slow release insecticide for up to 150 day control.

Part IV. Adult Control

- A. Adulticiding in mosquito harborage areas:
 1. Six (6) scheduled truck Ultra Low Volume (ULV) treatments using a synthetic pyrethroid insecticide for any community special events.
- B. Adulticiding in Residential Areas:
 1. Three (3) community-wide truck ULV treatments of all miles of streets using Anvil® or Biomist® or synthetic pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$58.00 per mile/treatment.
- C. Adulticiding Operational Procedures
 1. Notification of community contact.
 2. Weather limit monitoring and compliance.
 3. Notification of residents on Clarke Call Notification List.
 4. ULV particle size evaluation.
 5. Insecticide dosage and quality control analysis.

2017 EMM Payment Total Price for Parts I, II, III, IV \$99,116.00**

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.

**Clarke Environmental Mosquito Management, Inc.,
2017 Client Agreement Authorization for City of St. Charles
Environmental Mosquito Management (EMM) Program**

- I. **TERM AND TERMINATION:** This Agreement has an automatic Renewal Clause. The term of the Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on December 31, 2019 (the "Initial Term"). Unless either party hereto provides the other party with written notice at least Ninety (90) days prior to the end of the Initial Term or any subsequent renewal term, this Agreement shall automatically continue to renew for additional term, each term having duration equal to the Initial Agreement. If a party hereto fails to comply with a provision of this Agreement, then the other party shall have the right to terminate this Agreement if it gives written notice of the default to the defaulting party and the defaulting party fails to cure the default within sixty days of receipt of said notice.
- II. **Price Increases:** The price for the services rendered hereunder may be increased by Clarke Environmental Mosquito Management, Inc. ("Clarke") on the first day of any Calendar year commencing on January 1, 2018 (a "Price Increase Date") by a percentage which shall not exceed 2%. Clarke Environmental Mosquito Management, Inc. may petition the City of St. Charles at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be pro-rated to the program price at the rates in effect at the time.
- III. **Program Payment Plan:** For Parts I, II, III, and IV as specified in the 2017 Professional Services Price Outline, the total for the 2017 program is \$99,116.00. The payments will be due on May 1st, June 1st, July 1st and August 1st according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

PROGRAM PAYMENT PLAN

Month	2017
May 1 st	\$24,779.00
June 1 st	\$24,779.00
July 1 st	\$24,779.00
August 1 st	\$24,779.00
TOTAL	\$99,116.00

For City of St. Charles:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: Jack Thennisch Title: Control Consultant Date: 4/5/17
Jack Thennisch



**Clarke Environmental Mosquito Management, Inc.,
2017 Client Authorization for City of St. Charles
Environmental Mosquito Management (EMM) Program**

Administrative Information:

Invoices should be sent to:

Name: _____
Address: _____
City: _____ State: _____ Zip _____
Office Phone: _____ Fax: _____ P.O. # _____
E-mail: _____ County: _____

****In an effort to be more sustainable, we ask that you provide us with an
Email address that the invoices should be sent to.****

Treatment Address (if different from above):

County: _____

Address: _____
City: _____ State: _____ Zip _____

Contact Person for City of St. Charles:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person for City of St. Charles:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Jack Thennisch
675 Sidwell Ct. St Charles, IL 60174 or Fax at (630) 443-3070



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.1

Title: Recommendation to Approve Construction Contract for the 2017 Street Rehabilitation Program

Presenter: Karen Young

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: \$1,375,014.53

Budgeted Amount: \$1,760,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

The streets included in the 2017 Street Rehabilitation Program were presented at the March Government Services Meeting. On April 5, 2017, sealed bids for the 2017 Street Rehabilitation Program were publicly opened and read aloud. The City received a total of five (5) bids for this project, with the results shown below.

Bid Results:

<i>Engineer's Estimate</i>	<i>\$1,703,213.45</i>
Geneva Construction Company	\$1,375,014.53
Plote Construction	\$1,382,789.29 *
Schroeder Asphalt Services, Inc.	\$1,432,405.59
J.A. Johnson Paving	\$1,509,905.00
A-Lamp Concrete Contractors, Inc.	\$1,525,937.98

*The bid for Plote Construction was rejected due to not meeting the requirements of the addendum in their bid packet.

The scope of work will include roadway resurfacing, sidewalk repairs, curb/gutter repairs, utility repairs and restoration. The Public Works Engineering Division prepared all design and specifications and performed the bid opening and review. Geneva Construction performed the work for the S. Tyler Road Reconstruction/Resurfacing in 2016 and is capable of performing this work. Construction is anticipated to begin in June, with substantial completion by the end of August with restoration and punch list work by mid-September. Notifications will be provided to the residents along with appropriate press release to the community.

Attachments (please list):

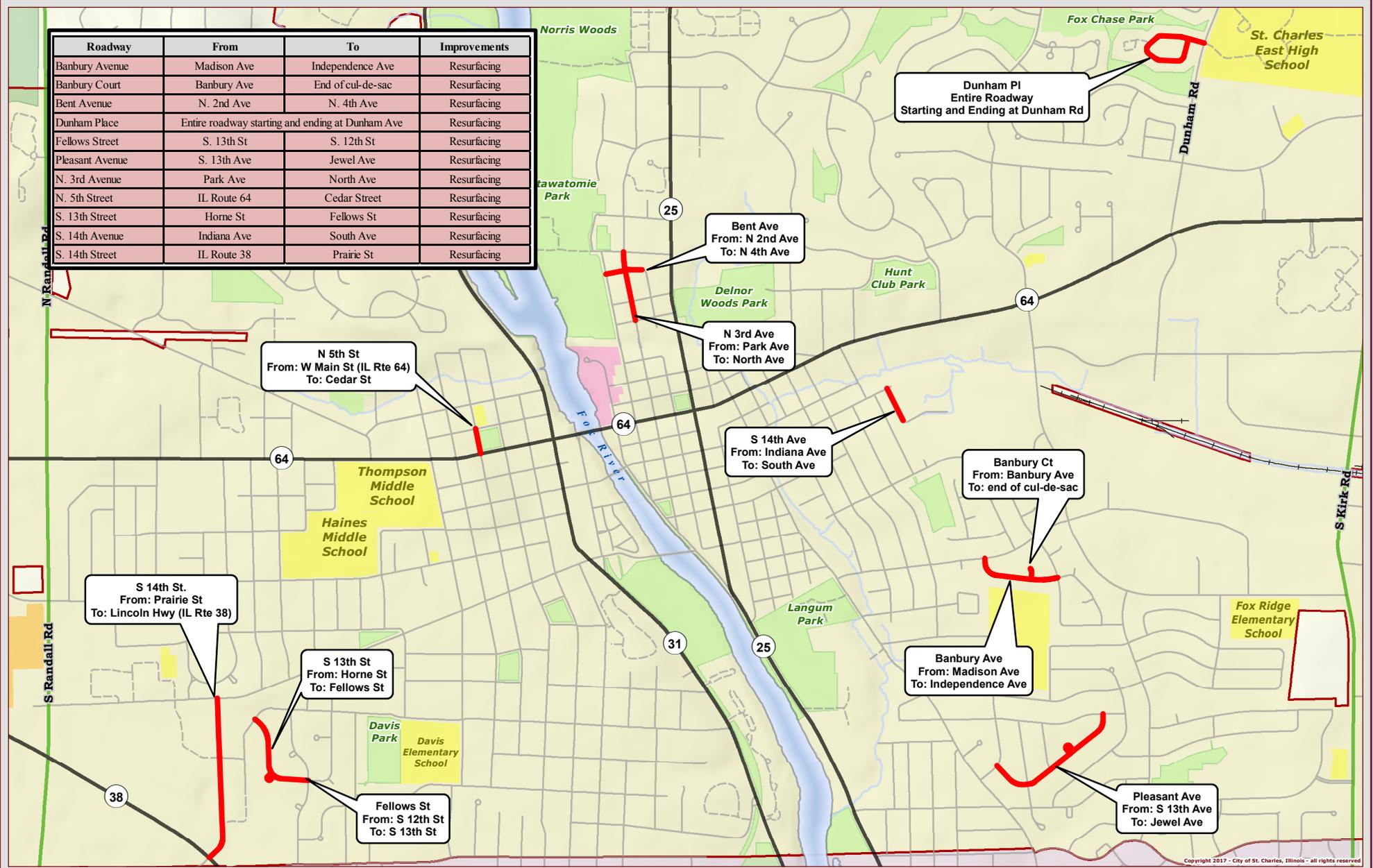
*2017 Street Rehabilitation Program Location Map

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve Construction Contract with Geneva Construction Company for the 2017 Street Rehabilitation Program in the amount of \$1,375,014.53.



Roadway	From	To	Improvements
Banbury Avenue	Madison Ave	Independence Ave	Resurfacing
Banbury Court	Banbury Ave	End of cul-de-sac	Resurfacing
Bent Avenue	N. 2nd Ave	N. 4th Ave	Resurfacing
Dunham Place	Entire roadway starting and ending at Dunham Ave		Resurfacing
Fellows Street	S. 13th St	S. 12th St	Resurfacing
Pleasant Avenue	S. 13th Ave	Jewel Ave	Resurfacing
N. 3rd Avenue	Park Ave	North Ave	Resurfacing
N. 5th Street	IL Route 64	Cedar Street	Resurfacing
S. 13th Street	Horne St	Fellows St	Resurfacing
S. 14th Avenue	Indiana Ave	South Ave	Resurfacing
S. 14th Street	IL Route 38	Prairie St	Resurfacing



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Publication Date: March 30th, 2017
 Date Source: City of St. Charles, Illinois
 Kane County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Request #: 1408

0 250 500 1,000 Feet

— Roads for Rehabilitation

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**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4.m

Title:

Recommendation to Approve Resolution with the Illinois Department of Transportation for the 2017 Street Rehabilitation Program

Presenter:

Karen Young

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: \$911,075.33

Budgeted Amount: \$1,075,000.00

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

Portions of the 2017 Street Rehabilitation Program will be paid for with Motor Fuel Tax (MFT) funds. The attached Resolution for Improvement Under the Illinois Highway Code is an agreement with the Illinois Department of Transportation. It specifies the streets to be constructed and details the amount of Motor Fuel Tax funds appropriated for this project for construction. The total appropriation includes the total cost of the project award for MFT and only the final amount spent on the contract is what will be the final appropriation from the MFT fund. Attached to the resolution are the specific streets that will be constructed under the 2017 MFT Street Rehabilitation Program.

Attachments *(please list):*

*Copy of IDOT Form BLR 09110 Resolution for Improvement Under the Illinois Highway Code

Recommendation/Suggested Action *(briefly explain):*

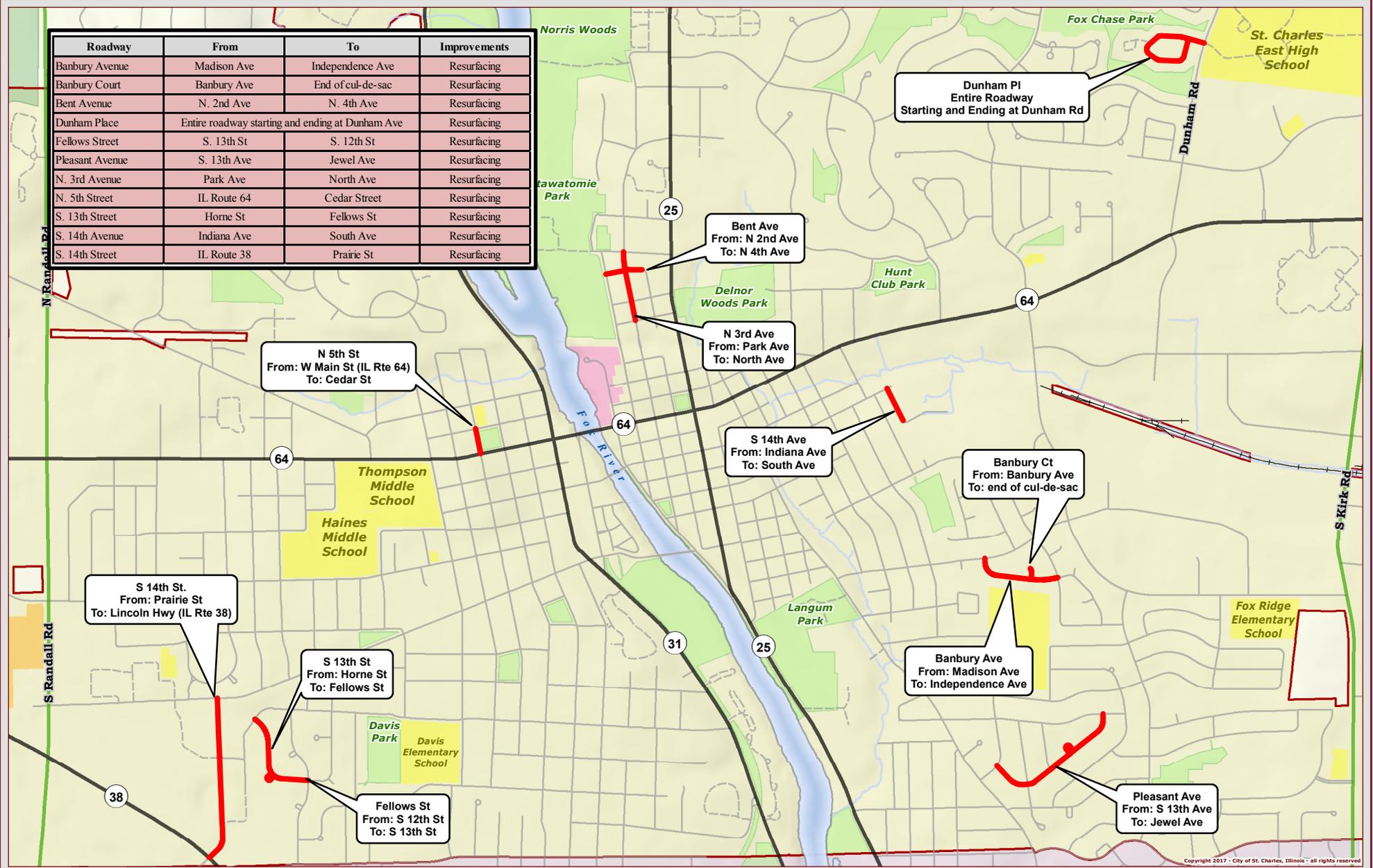
Recommendation to Approve Resolution with the Illinois Department of Transportation in the amount of \$911,075.33 to be used for the 2017 Street Rehabilitation Program.

2017 MFT Street Rehabilitation – Street List

Roadway	From	To	Improvements
Banbury Avenue	Madison Ave.	Independence Ave.	Resurfacing
Banbury Court	Banbury Ave.	End of cul-de-sac	Resurfacing
Bent Avenue	N. 2 nd Ave.	N. 4 th Ave.	Resurfacing
Dunham Place	Entire roadway starting at Dunham Ave.		Resurfacing
Fellows Street	S. 13 th St.	S. 12 th St.	Resurfacing
Pleasant Avenue	S. 13 th Ave.	Jewel Ave.	Resurfacing
N. 3 rd Avenue	Park Ave.	North Ave.	Resurfacing
N. 5 th Street	IL Route 64	Cedar St.	Resurfacing
S. 13 th Street	Horne St.	Fellows St.	Resurfacing
S. 14 th Avenue	Indiana Ave.	South Ave.	Resurfacing
S. 14 th Street	IL Route 38	Prairie St.	Resurfacing



Roadway	From	To	Improvements
Banbury Avenue	Madison Ave	Independence Ave	Resurfacing
Banbury Court	Banbury Ave	End of cul-de-sac	Resurfacing
Bent Avenue	N. 2nd Ave	N. 4th Ave	Resurfacing
Dunham Place	Entire roadway starting and ending at Dunham Ave		Resurfacing
Fellows Street	S. 13th St	S. 12th St	Resurfacing
Pleasant Avenue	S. 13th Ave	Jewel Ave	Resurfacing
N. 3rd Avenue	Park Ave	North Ave	Resurfacing
N. 5th Street	IL Route 64	Cedar Street	Resurfacing
S. 13th Street	Horne St	Fellows St	Resurfacing
S. 14th Avenue	Indiana Ave	South Ave	Resurfacing
S. 14th Street	IL Route 38	Prairie St	Resurfacing



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Publication Date: March 30th, 2017
 Date Source: City of St. Charles, Illinois
 Kane County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Request #: 1408



0 250 500 1,000
 Feet

— Roads for Rehabilitation

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**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4.n

Title:

Recommendation to Approve Real Estate Purchase Agreement for 112 S. 8th Avenue

Presenter:

Karen Young

Meeting: Government Services Committee

Date: April 24, 2017

Proposed Cost: \$205,000

Budgeted Amount: \$1,190,000

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

Recommendation to purchase of the property located at 112 S. 8th Avenue for the purpose of the 7th Avenue Creek Project. City ownership of this property would allow for the future improvements of the storm water conveyance in this area and the potential for modification of the 7th Avenue Creek to improve overall flood control. This land to be used as either open space or enhancement adjacent to the 7th Avenue Creek. This property is located within the 7th Avenue Creek project limits and the proposed Federal Emergency Management Association (FEMA) Floodplain map modifications.

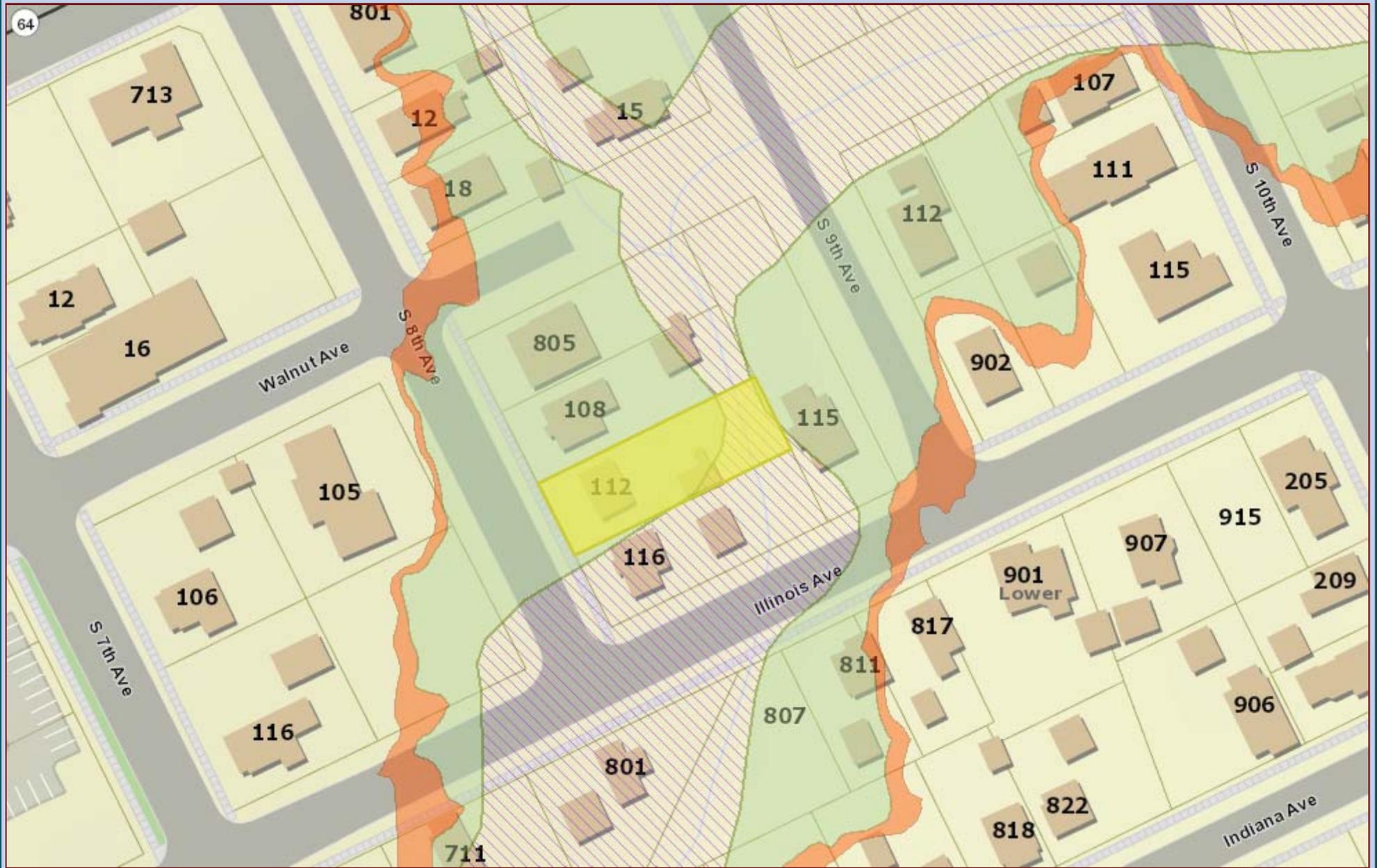
The cost for the purchase of this property is \$205,000, not including closing costs. The closing costs are estimated at \$1,200 - \$1,500.

Attachments *(please list):*

* Property Location Map

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve Real Estate Agreement for 112 S. 8th Avenue to the City of St. Charles in the amount of \$205,000 with Lisa and Steven Cameron.



Data Source:
 City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Printed on: April 19, 2017 09:39 PM



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 Prepared by Precision GIS